



ROSES IN CONCRETE

PETITION FOR K-8 CHARTER
For the term July 1, 2020 to June 30, 2025

SUBMITTED TO:
OAKLAND UNIFIED SCHOOL DISTRICT
October 23, 2019

SUBMITTED BY:
Carla Victor – Lead Petitioner

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EXECUTIVE SUMMARY

MISSION

The Roses in Concrete (“RiC”) is a K-8 charter school in East Oakland founded on the belief that schools should emphasize knowledge of self, character, and intellectual growth to prepare students to fundamentally impact the global society while learning to live, learn, work and thrive in their own communities.

Our principal goal is to develop youth committed to lives characterized by self-discipline, integrity, love and hope in the pursuit of justice and equity for all communities. We encourage our students, who are broadly invested in academic, artistic, athletic, and extracurricular pursuits, to demonstrate the spirit of the Warrior-Scholar¹. As Warrior-Scholars, our students will cultivate the courage to stand as warriors on the side of justice while having the scholarly faculties to decipher where justice resides in a complex society.

“ROSES IN CONCRETE”

The name of Roses in Concrete was inspired by a book of poetry based on the writings of Tupac Shakur released in 1999, *The Rose That Grew from Concrete*. This vivid image captures the need to celebrate the tenacity and will of the rose that against-all-odds, finds a way to grow in the inhospitable and toxic environment of the concrete.

Our country continues to be risk of losing an entire generation of young people in urban centers who feel trapped in “the concrete”—a vicious cycle of poverty, violence, hopelessness and despair. Rather than continually investing in models that try to save the “deserving few” who can escape from these communities, we need solutions that can help the vast majority overcome these toxic conditions to become the responsible and productive adults that will eliminate those conditions. By creating a sustainable community, centered around a school that gives students and families love, security, nourishment, care, and education, we can create a model of success and revitalization that reverses decades of disinvestment.

RiCs believe that the point of education is not to *escape* poverty. The point of education is to **end** poverty. We can do this by cultivating new generations of Warrior-Scholars who understand the importance of developing careers and returning to vulnerable communities, like East Oakland, to invest and serve as community leaders. At RiC, we partner with community partners and institutions of higher learning that have traditionally worked in silos, so that we can *dig in the same ground together* to bust up the concrete. Instead of designing a model that plucks out the individual roses that find their way through the few cracks in the concrete, Roses in Concrete will break up the concrete so that *entire* rose gardens can blossom in our highest need neighborhoods.

¹ The Warrior-Scholar is a concept borrowed from a 15th Century Japanese text, which articulates the Warrior-Scholar as the “highest form of humanity” because such a person has cultivated the courage to stand on the side of justice while having the intellectual faculties to decipher where justice resides in a complex society.

TARGET STUDENT POPULATION AND APPROACH TO ADDRESSING NEEDS

In 2015, the founding team of RiC collaborated with the Alameda County Public Health Department to identify the boundaries of Oakland's highest need neighborhoods and to determine specific demographic data of families living in those communities. The results indicated a need to focus on the East Oakland neighborhoods bounded by High Street, Interstate 880, 106th Avenue and Interstate 580, where a compounding of negative socioeconomic health factors plagued the community, including:

- uncommonly high rates of teen birth (69.8%),
- premature deaths, families led by single mothers (41%),
- little education (36.4% with less than high school education),
- unemployment (13.2%) and
- poverty (41.1% children living in poverty).

The racial/ethnic mix of this area of East Oakland is predominantly Latino (47.5%) and African American (38.1%). Asian Americans and Pacific Islanders combined represent 7.3% of this area's population. A community-responsive school located in this region would benefit not only the children, but also the surrounding community.

Drawing from RiC's founder's two decades of research and practice in teaching OUSD's highest need students, the Charter School knows that learning best occurs by connecting Abraham Maslow's "Hierarchy of Needs" with RiC's five thematic elements of effective practice (5R's): Resources, Relationships, Relevancy, Rigor, and Responsibility.

The Figure 1.1 and Table 1.1 below illustrate how these five core elements of school culture and instruction mesh with Maslow's five levels of human need. Level 1 is the foundational level, the entry point--the concrete. Students will rise, level by level, until they reach Level 5, and blossom. This approach cultivates students that become Warrior-Scholars; a new generation of community members who understand their individual and collective responsibility to be warriors for the cause of equity and justice in our community and the broader global society.

Figure 1.1 Strategies to Meet the Needs of Target Population

The Roses in Concrete Community School responds to the hierarchy of our Students' Needs using the "5R's."



LEVEL 5 NEED: SELF-ACTUALIZATION

RiC 5R RESPONSE: RESPONSIBILITY

APPROACH: Model and encourage students to live as Warrior-Scholars responsible to Self, family, community and our world.

LEVEL 4 NEED: ACCOMPLISHMENT

RiC 5R RESPONSE: RIGOR

APPROACH: Offer highly rigorous academic, athletic and artistic environments coupled with high levels of support resulting in hard won successes for each student.

LEVEL 3 NEED: SELF-ESTEEM

RiC 5R RESPONSE: RELEVANCY

APPROACH: Introduce curriculum, pedagogy and school culture that are community and culturally responsive; teach knowledge of Self, self-love and hope.

LEVEL 2 NEED: LOVE & BELONGING

RiC 5R RESPONSE: RELATIONSHIPS

APPROACH: Create school and classroom cultures that are community responsive, inclusive and embracing of the whole child.

LEVEL 1 NEED: PHYSIOLOGICAL & SAFETY

RiC 5R RESPONSE: RESOURCES

APPROACH: Offer secure access to food, clothing, shelter, physical and psychological safety.

Table 1.1 RiC Hierarchy of Needs and Strategies to Address Those Needs

STUDENT NEEDS	RiC'S "5R's" RESPONSE	STRATEGIES/ACTIONS	OUTCOMES	METRICS
LEVEL 1: Physiological and Safety Needs	<i>RESOURCES</i>	Identify basic needs through invested relationships with families, students, and the community (home visits, observations, active community presence, robust community agency partnerships).	Students' basic needs are met (i.e., food, clothing, shelter, and safety).	Teaching Excellence Network ("TEN") Feedback Loop Data; Teacher/Administrator Observation
LEVEL 2: Love & Belonging Needs	<i>RELATIONSHIPS</i>	Looping. Community Council. Intensive involvement in student lives and community during and after school hours. Culturally and community responsive educators.	Students feel included and cared for; can identify at least one adult on campus that they can go to for immediate support.	TEN Feedback Loop Data; Teacher/Administrator Observation
LEVEL 3: Self-esteem Needs	<i>RELEVANCY</i>	Culturally and community-responsive curriculum and pedagogy and Social Emotional Learning ("SEL"). Use of TEN Priorities Survey and Feedback Loops. Community and university partnerships.	Students understand and articulate their own value and cultural history.	TEN Feedback Loop Data; Teacher/Administrator Observation
LEVEL 4: Accomplishment Needs	<i>RIGOR</i>	Culturally and community-responsive curriculum and pedagogy aligned with State Standards, State Priorities, and Education Code. Rigorous pedagogy, high expectations for <i>all</i> students, consistent support.	Students feel comfortable and confident in any rigorous academic environment.	TEN Feedback Loop Data; Teacher/Administrator Observation; State Testing
LEVEL 5: Self-actualization	<i>RESPONSIBILITY</i>	Youth Participatory Action Research ("YPAR"). Community Council peer mentor structure.	Students reflect the spirit of the Warrior-Scholar, understand the importance of education in "social justice" and "returning to the Community"	TEN Feedback Loop Data; Teacher/Administrator Observation; Children's Hope Scale; State Testing

BENEFITS TO THE OAKLAND COMMUNITY

Roses in Concrete can serve as a stabilizing force in East Oakland offering a unique approach that is not currently present in the District while still serving one of the highest need communities in Oakland—a neighborhood where very few schools (traditional public, private or charter) have been successful in serving all children

Roses in Concrete has created *laboratory school* agreements with San Francisco State University, Stanford University, the University of California, Berkeley, the University of San Francisco, and Mills College to develop curriculum, pedagogy, and teaching apprenticeships, and training practicing educators that will work more effectively with urban students. By doing so, RiC aims to provide a permanent source of multi-year apprenticeships to create a pipeline of exceptionally well-trained urban school administrators and teachers, with an emphasis on candidates of color and bilingual candidates.

Though its educational model, Roses in Concrete will cultivate a pipeline of Oakland youth who go away to college and come *back* to Oakland. Through RiC's educational approach and focus on racial, social, and environmental justice, students are imbued with the sensibility and commitment to serve in our highest need neighborhoods. They will become community leaders and role models for other urban youth for generations to come in Oakland and beyond.

Roses in Concrete aims to bring national and international recognition to Oakland as the site of a 21st century model of urban education, family engagement, and teacher recruitment, development and support. To date, RiC has hosted over 70 organizations from around the country on learning tours of the Charter School and has subsequently developed over a dozen on-going learning partnerships with those visitors, including Association of California School Administrators ("ACSA") for which RiC was the site of an ACSA Equity institute that convened school leaders from around the county and region with a focus on developing more equitable practices in the areas of school climate, curriculum, teaching and learning.

AFFIRMATION AND DECLARATION

As the authorized lead petitioner, I, Carla Victor, hereby certify that the information submitted in this petition for the renewal of a California public charter school named Roses in Concrete ("RiC" or the "Charter School"), operated by Roses in Concrete (the "Nonprofit") and located within the boundaries of the Oakland Unified School District ("OUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter renewal, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of Rose in Concrete for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate 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, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Carla Victor

October 23, 2019

ELEMENT 1: EDUCATIONAL PROGRAM

1. Annual Goals for All Pupils and Subgroups of Pupils in the State Priorities

DRL: “Under Education Code section 47605(b)(5)(A)(ii), Roses in Concrete (“RiC” or “Charter School”) sets forth the following pupil outcomes related to annual academic achievement goals, set and disaggregated by all numerically significant subgroups as defined 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. RiC further sets forth any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals as follows:

See section 1.VII for Goals and Annual Actions aligned to state priorities.

2. Local Control Accountability Plan (LCAP)

DRL: “RiC shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, RiC 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, including but not limited to the following:

- *A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.*
- *Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.*
- *To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.*
- *RiC shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that RiC “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update. (Ed. Code § 47606.5(e).)”*

3. Western Association of Schools and Colleges (WASC) Accreditation

DRL: “If RiC serves students in grades 9-12, RiC shall obtain Western Association of Schools and Colleges (WASC) accreditation before RiC graduates its first class of students.”

4. Mathematics Placement Policy

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

5. Student Enrollment and Grade Levels Served

DRL: “For the term of the Charter, RiC projects the following grade levels and enrollment:

Grade Level	2020-21	2021-22	2022-23	2023-24	2024-25
TK	0	0	0	0	0
K	44	44	44	44	44
1	44	44	44	44	44
2	44	44	44	44	44
3	26	44	44	44	44
4	26	26	44	44	44
5	26	26	26	44	44
6	26	26	26	26	44
7	26	26	26	26	26
8	26	26	26	26	26
9	0	0	0	0	0
10	0	0	0	0	0
11	0	0	0	0	0
12	0	0	0	0	0
Other	0	0	0	0	0
Total	288	306	324	342	360

RiC acknowledges that it is the position of the District that any deviation from the grade levels listed above served above shall be considered a material revision of the Charter under Education Code section 47607(a). Further, any increase in enrollment exceeding either 5% or 20 students of the total enrollment, shall be considered a material revision of the Charter under Education Code section 47607(a).”

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

Governing Law: The annual goals for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served 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. Education Code Section 47605(b)(5)(A)(ii).

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

I. Mission

Roses in Concrete’s primary goal is to develop youth committed to lives characterized by self-discipline, integrity, love and hope in the pursuit of justice and equity for all communities.

II. Vision

The vision of Roses in Concrete to create is a model of education that no longer requires urban youth and families to escape their communities in order to live, learn, work, and thrive. We believe that a well-resourced state-of-the-art school complex, built with justice and equity at the core of its philosophy and practice, is a central component in breaking the vicious cycle of poverty, racism, violence, and hopelessness facing many students and families in our most economically-deprived neighborhoods.

We believe that learning best occurs when students and their families feel a sense of safety, stability and agency. Based on the concept that schools should be centers of health in our community, we intend to provide an environment that addresses our community’s basic physiological and safety needs by training and supporting staff and faculty to be responsive to those needs, and by developing meaningful partnerships that are able to fill basic needs gaps for our students and their families; providing food, shelter, medical care and counseling to secure the baseline conditions that promote academic achievement, creativity, hope and community health.

In addition, role models of school success who understand the challenges of growing up in under-resourced communities are critically important in motivating students to dedicate the time and effort needed to attain high standards of academic performance. Many students in Oakland’s highest need neighborhoods lack real-life evidence that studying hard and going to college will lead to a better life for them in the future. We address this by recruiting, hiring and training educators who come from similar socio-economic, linguistic, and racial backgrounds and communities so that their daily presence in the lives of students begins to fill that gap. By recruiting and developing staff that have a deeper understanding of the challenges of growing up in poverty, RiC is able to motivate students to become lifelong learners with the knowledge, skills and habits of mind necessary to succeed in the 21st century. The message to our students centers around the importance of developing careers

and returning to vulnerable communities like East Oakland to invest and serve as community leaders.

To translate our vision into the context of school and classroom, we align our practice with Abraham Maslow's "Hierarchy of Needs", as referenced in the "Executive Summary" section (see a detailed explanation of this relationship in "How Learning Best Occurs"). To do this, we center our vision for instruction and school culture around "Five R's" (Resources, Relationships, Relevancy, Rigor, and Responsibility). These five strategies are designed to cultivate students who understand their individual and collective responsibility to be warriors for the cause of equity and justice in our community and the broader global society. As Warrior-Scholars our students will understand that to fully realize their potential impact in society, they must also be extraordinary scholars.

III. Targeted Student Population and Enrollment Plan

Roses in Concrete opened in Fall 2015 and is now a fully-grown K-8 community. Table 1.2 outlines the Charter School's projected enrollment for the charter term.

Table 1.2. Enrollment Plan for Charter Term

Grade	2020-21	2021-22	2022-23	2023-24	2024-25
K	44	44	44	44	44
1	44	44	44	44	44
2	44	44	44	44	44
3	26	44	44	44	44
4	26	26	44	44	44
5	26	26	26	44	44
6	26	26	26	26	44
7	26	26	26	26	26
8	26	26	26	26	26
Total	288	306	324	342	360

A. Demographics of the School Population

Roses in Concrete focuses on serving the East Oakland community. This is a community profoundly affected by social and structural inequalities, and the pervasive multi-generational poverty and corresponding social ills that come with rampant disinvestment. Because of the high priority the Charter School places on community-responsiveness, RiC wanted to identify, understand, and serve the highest need neighborhoods of Oakland. In 2015, the founding board worked with Matt Beyer, Geographic Information Systems Epidemiologist of the Community Assessment, Planning, and Education ("CAPE") division of the Alameda County Public Health Department to obtain specific demographic data about the East Oakland communities bounded by High Street, Interstate 880, 106th Avenue and Interstate 580. Having a community-responsive school located in this region benefits not only the children, but also the surrounding community.

The racial and ethnic makeup of this area of East Oakland is predominantly Latino (47.5%) and African American (38.1%), and the Charter School population is reflective of those demographic groups. As is evidenced in Table 1.3 below, over the course of RiC’s first charter term, the Charter School has effectively met the targeted demographic population.

Table 1.3 Demographics of Charter School Community

	2015-16	2016-17	2017-18	2018-19	2019-20
Asian	1.1%	.4%	.3%	0.0%	0%
Black or African American	32.8%	33.1%	45.6%	39.7%	29.25%
Filipino	1.1%	.7%	9%	1.1%	0%
Hispanic or Latino	39.8%	33.1%	40.9%	32.6%	12.80%
Native American or Alaskan Native	0.0	0.0	.3%	.3%	Less than 1%
Native Hawaiian or Pacific Islander	1.6%	1.1%	1.2%	1.9%	Less than 1%
White	2.2%	2.2%	1.8%	1.6%	0%
Two or More Races	7%	6.2%	8.8%	6.5%	53.71%
Race Not Reported	14.5%	23.3%	.3%	16.3%	0%
Homeless Students	0%	1.09%	4.41%	3.33%	1.75%
Foster Youth	0%	0%	0%	0%	1.31%
FRPM-Eligible/ Economically Disadvantaged	54.30%	72%	63.53%	56.5%	65%
English Learners	27.42%	18.54%	18.82%	14.7%	6.11%
Students with Disabilities	8.60%	6.18%	6.76%	9.2%	10.04%

B. Meeting the Needs of Our Target Population

1. Serving urban students living in poverty

There is extensive and conclusive research into the most effective practices with urban students living in poverty (Delpit, 2006; Perry, Steele & Hilliard, 2003; Valdes, 1996; Valenzuela, 1999). At the core of this research into effective practices in high poverty communities is the importance of developing school and classroom cultures that meet students and families where they are (Delpit, 2006; Perry, Steele & Hilliard, 2003; Valdes, 1996; Valenzuela, 1999), and design institutional and pedagogical practices that are directly responsive to those needs.

This idea of putting the child and the family at the center of school practices is not new. In fact, it dates back to the turn of the 20th Century with the work of scholars such as John Dewey (1902), Carter G. Woodson (1928), and W.E.B. DuBois, all of whom argued for school and curriculum design to center the needs of the student and the family. Not long after their groundbreaking work, Maslow’s “Hierarchy of Needs” (1943) emerged and remains the gold

standard for developing community responsive practices in the nation's highest need communities. Maslow's work has recently been taken back up in the world's largest study into the core social indicators of healthy communities (Adelman, Smith, & Herbes-Sommers, 2009), reaffirming conclusions that have become widely accepted across fields such as social epidemiology, public health, medicine, and education for the past five decades.

At the heart of each of these paradigms and their recommendations is an understanding that young people, in their natural state, are self-actualizing. Moreover, the practice of self-actualization as a defining characteristic of successful students of color appears in seminal studies of the country's most successful students of color (Gandara & Contreras, 2010; Perry, Steele, & Hilliard, 2003). Core to our approach is our understanding that Herbert Kohl (1995) was right when he said, "children don't care what you know, until they know that you care". Thus, the center of our school's educational paradigm is rooted in deep and caring relationships with families and students. These relationships are informed by a profound and experiential understanding of the reality of life in the flatlands of Oakland.

Roses in Concrete implements an entire school-wide set of structures and practices focused on community-responsiveness. Guiding this work is our approach family and community engagement structures which center our families in the conversation about what is most important in the education that we provide to their children. The common language about what is most important is created by our *priorities surveys* which set the stage for ongoing engagement via regular home visits, active presence at community events, and consistent and meaningful parent engagement on school wide committees. Additionally, twice a year families and students are asked to evaluate our teachers on their performance, offering feedback on things that are working and practices that could be improved. This feedback acts as the guiding core for our entire coaching and development structure for teachers to ensure that our teachers are always developing practices that are responsive to the specific needs of the community we are serving.

2. Serving the children of East Oakland through community responsiveness.

RiC is well aware that the needs of its student population are pressing and profound. For this reason, the Charter School is designed with community responsiveness at its core. From its mission and vision, to pedagogical approach, to the design of our broader school culture RiC is focused on the cultivation of deep and meaningful relationships with students and families.

- *Our recruitment, hiring, and apprenticeship strategies* enables us to attract and retain staff that are racially, linguistically and culturally representative of the community we are serving. Beyond the obvious importance of having a staff that is reflective of the student body, the broader educational philosophy of the school is one that supports staff to be embedded in the community so that we are aware of the most pressing needs facing our students and families;
- *We cultivate a culturally and community responsive approach* to school and classroom culture ensuring that we meet the physiological, social, and academic needs of every child that joins our school community.

- We support a culturally and community responsive approach to staff development and engagement. We focus on cultivating urban teachers who are responsive to cultural and community needs through ongoing mentorships and professional development. We have a Shared Governance Structure that centers community members as leaders.
- We meet students at their level and guide them toward academic excellence with high levels of individual planning and support. Using a *looping model*, families and students get to work with the same teacher over multiple years, and develop mentoring relationships with caring and committed adults.
- We form *key strategic partnerships* with East Oakland community leaders and service providers to ensure that we are connecting students and families to basic needs security. Research is clear that there are a set of school and classroom-based practices that are consistently impactful in our nation's highest need communities (Duncan-Andrade, 2009). Our hiring and teacher training practices are attentive to these skills. In the event that we must hire educators that lack some of these prerequisite pedagogical skills, our professional development structure supports new educators in developing their craft. (See *Profession Development* section below for more detail.)
- Our school acts as a national model of urban teacher coaching and support, using a robust national network of experts and tools to develop every staff member that we hire, and to annually apprentice cohorts of future urban educators that we can draw from and place in other high need schools in Oakland. We have created laboratory school agreements with San Francisco State University, Stanford University, the University of California, Berkeley, the University of San Francisco, and Mills College to develop curriculum, pedagogy, and teaching apprenticeships, and develop practicing educators that will work more effectively with urban students.

Over RiC's charter term, the Charter School have developed deep partnerships with key providers that allow it to meet some of the most basic needs of its families and students. A list of Key Strategic Partners is outlined in Table 1.4. Through these partnerships RiC is better able to meet its community need by providing families and students access to the kind of wrap-around support services that allows them to spend greater amounts of their time and energy focused on academic progress.

Table 1.4 RiC Key Strategic Partners

Name	Organization	Basic Needs Met
Shawn Ginwright, Board Member Sandra Davis, East Oakland Program Office Castle Redmond, CA Statewide Program Officer	The California Endowment	Health/wellness

Antwi Akom, Executive Director	ISEED	Sustainable Community Development; STEM Design and Implementation
Mehrnaz Boroumand Smith	Kilpatrick, Townsend & Stockton, LLP	Legal support for families, IP
James Kass, Founder and Executive Director	Youth Speaks	Art and Performance
LaShawn Routé Chatmon, Executive Director	The National Equity Project	Educational Equity
Bryan Brown, PhD	Stanford University, Professor	Teacher recruitment and development; curriculum development
Maia Siani, Executive Director	Sweat Dance Company	Arts Programing and Education
Allyson Tintiangco-Cubales, PhD	San Francisco State University, College of Ethnic Studies	Teacher recruitment and development; curriculum development
Fania Davis, Founder	Restorative Justice for Oakland Youth	Restorative Justice practices
Haley Milne, Principal Anne Milne, Principal Emeritus	Te Whanau o Tupuranga	Maori restorative justice practices; equity-based school design and implementation
Patrick Camangian, PhD	University of San Francisco	Urban teacher recruitment and development
Newin Orante, EdD	Diablo Valley College, Vice President	School to college pipeline

Pedro Nava, PhD	Mills College, Professor	Family engagement; teacher recruitment
Regina Stanback-Stroud, President	Skyline Community College	School to college pipeline
Jerry Tello, Executive Director	National Compadres Network	Community Engagement
Paul Flores, Program Manager	Latino Men and Boys Initiative, Unity Council	Community Engagement; Youth development
Clarissa Broughton Direct Distribution Coordinator	Alameda County Food Bank	Family support on basic needs
Dr. Cesar Cruz, Director	Homies Empowerment	Community Engagement; Youth development
Sarwang Parikh, Director of Training and Mindful Education	Seeds of Awareness	Counseling and Mental Health Supports

IV. 21st Century Education

Heretofore, this petition has heavily emphasized the Roses in Concrete’s foundational belief that engaging students in meaningful academic development requires it to under-gird all its content instruction with caring relationships that are attentive to Maslow’s Hierarchy of Needs. A discussion of the Charter School’s academic content and assessments must be understood that academic rigor and content is delivered in the context of school and classroom cultures that are always attentive to deep, caring, and joyful relationships with students that keep track of their basic needs. In this section, RiC’s academic framework and assessments are described for the purposes of focus and clarity, but in practice the Charter School’s relentless commitment to an academically rigorous environment is not separate from its efforts to develop a loving, caring, and socially supportive environment.

As an urban educational institution, RiC recognizes areas of occupational and technological skill-building as central to our students’ need to explore and navigate the modern world. RiC sees these as extensions of a more foundational critical consciousness and grounded understandings of self via studies of history, liberal arts, science, fine arts, and languages. RiC expects a graduate to:

- Exude characteristics of courage, humility, natural inquiry, kindness, creativity, and resiliency.
- Have a solid grasp on effective uses of technology and multimedia tools to better themselves *and* inspire positive social change.
- Have an understanding of the critical lenses and tools developed in the 20th Century to examine issues of race, power, status, gender, and wealth distribution in the 21st Century.
- Express pride and honor in their ancestral roots and be able to identify historical and contemporary alliances across lines of national and ethnic identities.
- Take pride in the gift of bilingualism and biliteracy and use their language skills to make connections with the global community.

RiC ensures that its graduates exemplify the skills and characteristics listed in the five bullets above in a manner that has them college and career ready. To do so, RiC supports its students to develop college and career readiness skills as outlined in the “Framework for 21st Century Learning” (see Partnership for 21st Century Skills, www.p21.org).

These skills include:

- **Core Academic Knowledge** At RiC, the development of 21st Century Skills will happen for all our students primarily through instruction in the core academic subject areas. RiC adheres to the Common Core State Standards (CCSS) in ELA and math, Next Generation Science Standards (NGSS) for science, and the California State Standards for Social Studies (CSS), which were designed to scaffold learning toward college and career readiness starting in Kindergarten.
- **Learning and Innovation Skills:** At RiC, we will support students’ development as creative, critical and innovative thinkers in the following ways:
 - *Creativity and Innovation* through project-based learning opportunities such as Youth Participatory Action Research (YPAR) to develop idea creation skills/brainstorming, teamwork and communication skills, to understand failure as an opportunity to learn, and to understand that creativity and innovation is a long-term, cyclical process of small successes and frequent mistakes.
 - *Critical Thinking and Problem Solving* via the five stages of critical praxis (Duncan-Andrade, 2008) across grade levels and subject matter via group projects that also allow them to share and understand the approaches used by others to solve similarly complex problems.
 - *Valuing Evidence.* Students learn how to use and cite specific, relevant, evidence when supporting their arguments.
 - *Comprehending as well as critiquing.* Students are engaged and open-minded, yet discerning readers and listeners.

- *Reasoning abstractly and quantitatively.* Students will develop the ability to make sense of quantities and their relationships in problem situations.
- *Identifying and making use of patterns and structure* via detailed investigations and analyses.
- *Using appropriate tools strategically.* Students will become familiar with a wide range of age-appropriate tools such as pencil and paper, concrete models, a ruler, a calculator, survey tools, or software and understand the strengths and limitations of these different tools.
- **Communication and Collaboration**
 - *Respond to the varying demands of audience, task, purpose, and discipline.* Our students will be able to adjust their communication in relation to audience, task, purpose, and content. They will set and adjust purpose for reading, writing, speaking, listening, and language use as warranted by the task. They will appreciate nuances, such as how the composition of an audience should affect tone when speaking and how the connotations of words affect meaning. They will also know that different disciplines call for different types of evidence (e.g., documentary evidence in history, experimental evidence in science).
 - *Construct viable arguments and critique the reasoning of others.* Our students will learn to use what others have said in constructing arguments. They will develop the ability to analyze situations by breaking them into parts, and recognize and use counter examples. Ultimately, they will be able to justify their conclusions, communicate them to others, and respond to the arguments of others. This will include the ability to reason inductively about data. Our elementary students will construct arguments using concrete referents such as objects, drawings, diagrams, and actions. Such arguments can make sense and be correct, even though they are not generalized or made formal until later grades.
 - *Communicate fluently in two or more languages:* Students will learn to be proficient communicators in English and Spanish. They will take pride in their home language in all its forms as they learn to be proficient bilingual speakers. Proficiency in multiple languages is critical in enabling students to participate effectively in a local, global, political, social, and economic context.
- **Information, Media and Technology Skills**
 - Our students will be able to use technology and digital media strategically and capably to enhance their reading, writing, speaking, listening, and language use. As they move up the grades, they will learn to tailor their searches online to acquire useful information efficiently and integrate what they learn using technology with what they learn offline. Ultimately, they will be familiar with the strengths and limitations of various technological tools and mediums and be able to select and use those best suited to their goals.
- **Life and Career Skills**
 - *Flexibility and Adaptability.* The ability to adapt to change especially in times of ambiguity and changing priorities. They will understand, negotiate and balance diverse views and beliefs to reach workable solutions, particularly in multicultural environments.

- *Initiative and self-direction.* Our students will learn to monitor, define, prioritize, and complete tasks independently without direct oversight.
- *Independent, self-directed learners.* Our students will go beyond basic mastery of skills to explore and expand their own learning and opportunities. They will demonstrate commitment to learning as a lifelong process. They will reflect critically on past experiences in order to inform future progress.
- **Social and Cross-cultural Skills**
 - Our students will understand, respect, and connect to perspectives and cultures outside of their own. Students will appreciate that the 21st century classroom and workplace are settings in which people from often widely divergent cultures, experiences, and perspectives must learn and work together. Students will actively seek to understand other perspectives and cultures through reading and listening, and they will be able to communicate effectively with people of varied backgrounds. They will be able to evaluate other points of view critically and constructively. Through exposure to classic and contemporary works representative of a variety of periods, cultures, and worldviews, our students will vicariously inhabit worlds and have experiences much different than their own.
 - Our students will interact effectively with others, conducting themselves in a caring and respectable manner. Students will know when it is appropriate to listen and when to speak, and how this may vary across culture and language.
 - Our students will work effectively in diverse teams. Students will respect cultural differences and work effectively with people from a range of social and cultural backgrounds.
- **Productivity and Accountability**
 - Our students will learn to effectively manage goals and time and be able to set tangible success criteria. They will balance tactical (short-term) and strategic (long-term) goals.
- **Leadership and Responsibility**
 - Manage projects and time effectively.
 - Produce results and be accountable.
 - Work positively and ethically
 - Participate actively as well as be reliable and punctual.
 - Collaborate and cooperate effectively with teams.
 - Respect and appreciate team diversity.
 - Our students will act responsibly with the interests of the larger community in mind.
- **Guide and lead others**
 - Our students will use interpersonal and problem-solving skills to influence and guide others toward a goal. They will be able to leverage strengths of others to accomplish a common goal. They will be able to inspire others to reach their very best via example and selflessness. They will demonstrate integrity and ethical behavior in using influence and power.

V. How Learning Best Occurs

Learning best occurs by connecting Maslow's Hierarchy of Needs with the following five thematic elements of effective practice: Resources, Relationships, Relevance, Rigor and Responsibility. At RiC, we believe that learning is a process rather than product, resulting in a permanent change in knowledge, core beliefs, attitudes, and behaviors. It requires time and optimal conditions where students can work through their own process, incorporating new knowledge, reflecting, and eventually transferring and applying this information and understanding to new situations. To make this connection between research on effective instruction and Maslow's basic needs framework, we believe school and classroom environments must assess and respond to individual student academic needs *and* social-emotional needs. In short, we believe there are a number of variables that influence and optimize students' learning. However, there are very clear recurring themes in the leading research (Ladson-Billings, 2009) on effective school and classroom practices and our school will connect Maslow's attention to the physical, social, and emotional needs of students to five core elements of effective education: Resources, Relationships, Relevance, Rigor, and Responsibility.

To more clearly illuminate how our use of Maslow's framework ties into our educational practice, we will reiterate here how we have situated our five core elements of school culture and instruction (the 5 Rs) directly into the five tiers of the Hierarchy of Needs (see Figure 1.5 below). In the "Vision" section of this proposal, we privileged the discussion of Maslow's five tiers. For the purposes of this section, we will invert the focus by centering our discussion on our five core elements of effective education.

Figure 1.5 How Learning Best Occurs for the Target Population.

Need: Self-Actualization

Response: *Responsibility*

Approach: Students encouraged to live as warrior scholars: responsible to self, family, community, and our world.

Need: Accomplishment

Response: *Rigor*

Approach: Highly rigorous academic, athletic, artistic environments coupled with high levels of support resulting in hard won successes for each student.

Need: Esteem

Response: *Relevance*

Approach: Curriculum, pedagogy and school culture that are community and culturally responsive, teaching knowledge of self, self-love, and hope.

Need: Sense of Love and Belonging

Response: *Relationships*

Approach: School and classroom cultures that are community responsive, inclusive, and embracing of the whole child.

Need: Physiological and Safety Needs

Response: *Resources*

Approach: Secure access to food, clothing, shelter, physical and psychological safety.

RESOURCES: Meeting Students' Basic Physiological Needs

The base needs in Maslow's framework are often referred to as the basic human needs (food, clothing, shelter, and safety). In the context of our school, we see this as our first "R", which is securing the basic resources necessary for meeting students' emotional, physical, and social needs so they can concentrate on learning.

To accomplish this goal, we work with all our families to secure the necessary resources so that every child we serve has a stable basic needs framework in place. This is accomplished with training and support for our teachers to develop a school culture that is under-girded by secure access to food, clothing, shelter, and safety. Three primary areas of focus for providing the necessary basic resources for our students to be able to focus their energies on learning are school environment, classroom culture, and physical health and fitness.

School Environment

The environment of a school includes everything from the physical layout and aesthetics of the school buildings as well as the school climate. We will provide students a structurally and emotionally safe and visually appealing physical environment that reflects who our students are culturally, how much they are loved, cared for and belong, and is maximally conducive to learning. This will manifest in everything from the murals on our walls to the presentation of materials in the home languages of our students. At every turn, students will be reminded of their value, their history, and their potential. Our extensive community partnerships and deep relationships with the community will also allow us to ensure a steady presence of caring adults that reflect the community. Adults on our campus will be visible and present in all spaces at the school so that students are always reminded of our presence in their lives and our availability to provide the basic safety comforts of an adult to care, listen, and support whenever they might need us.

Classroom Culture

As a small school with looping patterns throughout our grade levels, our reduced class sizes and consistent multi-year relationships with adults will establish classroom cultures that allow students to feel part of a learning community. This feeling of connected relationships will also extend to their peers because they will share these multi-year relationships in their loops, but also through their peer mentoring relationships across age levels via our houses structure.

In addition, the looping model and small class size will provide teachers the opportunity to know students and families better and give individual attention to students, differentiating instruction to best meet the needs of all learners. These structures will allow teachers to be more conscious of and attentive to the basic needs of students, which in turn will allow them to appropriately differentiate academic instruction and social-emotional development.

Physical Health and Fitness

Healthy meals and exercise are central to students' physical and intellectual well-being. To ensure that our students have the resources to be well-fed, active participants at our school,

we will provide students with balanced, nutritious breakfast, lunch, and supper options as well as daily access to structured and unstructured play. In addition, we provide access to a food pantry for our families as well as laundry services on site at the school.

RELATIONSHIPS and RELEVANCY: Cultivating a Sense of Love and Belonging to Build Self-Esteem

We believe that attention to the second strata of Maslow’s “Hierarchy of Needs”, love and belonging, is achieved by developing deep and caring relationships among students, among students and teachers, among teachers and families, and among all school staff. The use of looping will allow teachers, students, and families to cultivate strong, multi-year relationships. In addition, we will develop cross-grade peer mentoring opportunities for students, strengthening peer-to-peer relationships in the school. These cross-grade opportunities will also deepen relationships and support structures among teachers allowing them to work collaboratively and support each other with students and families from across the school community. The depth of relationships that form as a result of this looping will increase opportunities for students and families to communicate basic needs that the school can help them close so that children can focus on learning. As well, our emphasis on group projects and youth led community-based research projects, will create a rigorous but collaborative academic environment where students will learn how to support each other across social and academic needs through their work together on the projects.

Students will constantly be reminded by every adult in our school of their value, of the greatness of their ancestors, and of their responsibility to themselves, their families, our community, and our world. These reminders will come in the form of culturally responsive curriculum design as well as through the relationships that are built between the adults on our campus and the students and families that we serve. (See *Curriculum* below for more detail.)

RIGOR: Preparing Students for College, Career, and Community Change

The concept of the warrior-scholar, referenced in our mission statement, is borrowed from the *Hagakure*. This 14th century Japanese text describes the warrior-scholar as the highest form of humanity, explaining that we must develop both our instincts to stand and fight for justice *and* our intellectual capacity to effectively sustain ourselves and strategize to emerge victorious in those struggles. In order to accomplish this audacious goal of creating an institution of learning that cultivates the warrior-scholar in all our students, we will emphasize the concept of *discipulus*, the Latin root of the word discipline. Research clearly reveals that discipline has become synonymous with punishment in many schools serving student populations like that of East Oakland (Noguera, 2009; Yang, 2009). Our framework around rigor reclaims the concept of discipline, by returning to its root meaning: “rigorous training through meaningful repetition toward a collective goal”.

This investment in a school culture that instills and values discipline in our students and teachers, is the over-arching principle the “Definite Dozen,” our code of conduct, in the form of statement “discipline yourself so that no one else has to.” The rigor that will permeate

every aspect of our school is one that emphasizes each student's individual and collective responsibility to be warriors for the cause of equity and justice in our community and the broader global society, while emphasizing that to fully realize their potential impact they must also be extraordinary scholars. This approach to educating urban youth with a critically conscious purpose of transforming our communities is one that research, time and time again, bears out as an essential component of sustained and purposeful instruction. *(See Appendix 1.2 for Code of Conduct)*

Our curriculum will be both academically rigorous and culturally aligned with the histories and present-day realities of our students. Students learn best when they understand the relevancy of the skills and concepts being taught (Brown, 2006; Gay, 2000; Howard, 2010 Ladson-Billings, 1995; Tintiangco-Cubales, 2014). The educators at RiC design and organize lessons in relationship to one another, rather than as isolated and discrete curricular events. The learning goals and objectives are organized thematically, and taught using essential questions, as well as real world problem based and inquiry activities.

Individual content objectives are taught in an interdisciplinary fashion, with teachers encouraging and facilitating students to make connections across subject areas. As a student-centered and community-responsive school, RiC will provide opportunities for students to determine for themselves what is relevant and deepen their capacity to critically interrogate, articulate, and defend the learning choices they make for themselves. Additionally, students will be challenged to engage, debate and solve some of our community's and society's most pressing problems as a regular part of their school experience. The value of giving students increasing levels of control over the direction of their learning and connecting that direction to the most pressing problems in their everyday lives has been shown to radically increase engagement and achievement.

Students also learn best when the curriculum is culturally relevant (Cammarota and Romero, 2011; Gay, 2000; Howard, 2010 Ladson Billings, 1995). Students will be exposed to images and experiences that reflect and are attentive to their prior knowledge, interests, community, language, and demographics including gender, race, ethnicity, religion, etc. In order to see themselves as having a more robust sense of self and identity, it is crucial that students see a diverse representation of academic and professional excellence. The RiC staff and school leadership serves as immediate representatives and exemplars of people that have come from similar socio-economic, racial/ethnic, and gender backgrounds as our students, which research also suggests positively impacts learning.

RESPONSIBILITY: Beyond Traditionally Measured Outcomes

The pinnacle of Maslow's framework is "self-actualization". Medical research shows that self-actualization is the natural human state (Perry & Szalavitz, 2007; Sapolsky, 2009; Len Syme, 2004). We believe that learning best occurs when students are self-actualizing, which is why our model invests in Maslow's framework. Maslow's framework is supported by every substantial field dealing with child development and his work makes the pathway to self-actualization clear.

Students in our school will be resourced to have their basic needs met, they will have caring relationships with each other and the adults in the school and they will have access to a relevant and rigorous curriculum. They will also learn to understand the responsibility that comes with having access to this kind of high quality education as we believe that learning best occurs when students are freed up to self-actualize in their learning with an understanding that their learning brings with it a responsibility to serve the greater good in the community.

Through the aforementioned four pathways to self-actualization, our students will experience: 1) adults in our school that model responsibility; 2) a curriculum that teaches them about their ancestral traditions of responsibility; and 3) access to the resources and the rigor to achieve academic excellence, permitting them to take on greater responsibility as young adults and adults in our communities. In short, we believe that learning best occurs when schools provide an academic experience for students that develops a sense of purpose for their learning. Additionally, we believe this purpose must illuminate for them a clear sense of responsibility to themselves, their families, and their communities. To achieve this, the Roses in Concrete will provide an instructional program that goes beyond subject matter content, recruiting and training our teachers to be skilled in practices such as restorative justice, problem solving, habits of mind, community building and service.

Our partnerships with organizations such as Restorative Justice for Oakland Youth (RJOY), Te Whanau o Tupuranga (a Maori school in New Zealand that has spear headed the use of Maori indigenous restorative justice practices in school settings), Stanford's "Gateways to Science Careers" Project, San Francisco State University's College of Ethnic Studies, along with the proven achievements of our founder and founding teaching staff at implementing these practices in our own schools while also developing other teachers to do the same, insures that we have both the will and the skill to normalize this deeper sense of responsibility in our students.

The Roses in Concrete aspires to create lifelong learners, committed to their own academic, social, and emotional success and well-being. Further, our mission is to provide an academic experience for our students which encourages a sense of responsibility to the health and healing of their classmates and their communities. To achieve this, RiC will provide an instructional program that goes beyond subject matter content and includes conflict resolution, problem solving, habits of mind, community building and service.

VI. Curriculum and Instructional Design

Roses in Concrete provides a welcoming, safe, nurturing, engaging, and critically conscious learning community for students, families and teachers. The strategies used to develop these types of learning environments will, as previously discussed, anchor the core principles of Maslow's Hierarchy of Needs with our five core educational strategies: resources, relationships, relevance, rigor, and responsibility.

A. Learning Environment

RiC classrooms are designed to facilitate flexible grouping arrangements to accommodate our frequent use of group projects and collaborative learning activities. A variety of materials and technology (writing and art supplies, manipulatives, laptops/tablets, print rich walls, learning software, and books of all genres and reading levels) are available for students to use and engage in the learning. The walls reflect our student-centered, community and culturally responsive approach and are covered with student work, learning charts developed with and by the students, empowering and communally responsive images to validate students, and evidence of on-going investigations and projects. Cooperation, collaboration, mentorship, and apprenticeship guides interactions among all stakeholders.

Personalization is a central characteristic of our learning environment. “Personalization” is a term that has been used in recent decades to describe education reform efforts designed to “create more positive and caring relationships that form strong connections between students and the adults responsible for teaching and mentoring them” (Mcclure, L., Yonezawa, S., & Jones, M., 2011). In other words, students in a personalized school environment feel connected to, known by, and cared for by the adults in the school. Students who have positive relationships with adults and who feel connected to their education do better in school and are less likely to engage in risky behaviors (Connell, 2004). A recent study of 14 California schools with high-risk, high-needs populations found students who reported higher levels of personalization in school had higher GPAs and higher scores on the English California Standardized Tests (Mcclure, Yonezawa and Jones, 2011).

Personalization at RiC includes the following components: small learning communities, peer mentorship/community council, looping, family engagement and personalized academic interventions. Personalization leads to our overall goal of student investment in their school environment as a central space in their community.

1. Small Learning Communities

By design, Roses in Concrete will grow to be a small school with an enrollment of 380. There are a number of benefits associated with being a small school. These benefits include increased student engagement, more positive interpersonal relationships, and increased academic achievement, particularly for underserved student populations. In a small school, all stakeholders (teachers, parents, students, and administrators) feel a greater sense of belonging and more positive attitudes (Cotton, 2006). This sense of community, belonging, and investment is central to the mission of RiC, particularly given our commitment to identifying and supporting our students with their most basic physical, social, and emotional needs as the starting point for their path to achievement. Maintaining a small school environment will allow us to stay true to this mission. Additionally, studies comparing small and large schools found that there are fewer behavior problems and higher attendance rates at small schools (Rutter, 1988).

Being a small school will also be part of our efforts to improve educational equity for all of our students. For students from typically underserved populations, engagement in school and positive, on-going relationships with adults is particularly important in improving academic outcomes. In Cotton’s analysis, small schools consistently had positive effects on

academic achievement of minority students and students of low socioeconomic status.

2. Community Council

An important part of personalization at RiC will be the Community Council program. This program will establish multi-grade mentorship families where students will remain in the same mentorship family, with the same mentors (teachers, administrators, and peers) for three years. This will provide structures beyond traditional classroom groupings to allow for cross-age and cross-adult interactions, collaborations on projects, and support each others' growth. This is essential to build a sense of community among all the stakeholders in our school that extends beyond their basic relationship to their assigned grade level and classroom(s).

The goals of the Community Council program include:

- Promoting opportunities for cross-age social development.
- Developing a school culture that promotes social, physical, and emotional well-being.
- Developing strong, caring relationships between students and adults on the school campus.
- Providing at least one strong adult advocate for every student in the school.
- Providing a structure for monitoring and supporting students' academic progress, college-career-readiness, community awareness and action.
- Promoting a positive school climate.
- Promoting development of leadership and communication skills.
- Developing a sense of community ownership, global awareness and problem solving.

The adult mentors (teachers and administrator) of each mentorship family will facilitate the activities of the group and serve as the primary advocate for the students in their group. Adult mentors will be expected to advocate for the individual needs (academic, social and emotional) of each child with other staff members and the community. As such, adult mentors will serve as an additional contact between the family and the school, along with the child's assigned classroom teacher. Mentorship activities will be designed to address the previously stated goals will be designed by teachers in collaborative groups, with assistance from community and community organizations where appropriate.

Additionally, all of our upper grade students (grades 5-8) will be paired with adult mentors to act as peer mentors to their younger peers in their houses. They will learn to facilitate conflict resolution and group activities that include healing and restorative justice circles and academic support circles with their younger peers.

The process for determining priorities for the activities in our Community Council Program will begin with whole staff discussions before each school year to define the school-wide goals and trajectory of the program. We will use data from the priorities identified by all the stakeholders on our "Priorities Survey" (see www.10teaching.net). Then, the staff will meet

in smaller groups by grade level to plan specific elements and activities guided by the community-generated data from the survey.

Lessons will fall into the following categories: creating community; academic advisement; restorative justice; learning-to-learn skills; development of organic leadership and communication skills; life skills; and collaboration skills. In developing mentorship lessons, our staff will draw on experience and research-based, published resources and guides that align with the school's mission and our social-emotional learning (SEL) program. Potential resources include The Advisory Guide and Connected & Respected, Lessons from the Resolving Conflict Creatively Program by Educators for Social Responsibility and *Tribes Learning Communities* by Center Source Systems.

3. Building Long-term Relationships through “Looping”

Students are able to build stronger, caring relationships with adults at the school if there are multiple opportunities to extend those relationships over longer periods of time. Just as we use the aforementioned Community Council structure to cultivate multi-year mentoring relationships across adults and students, we also have teachers “loop” with students for multiple years at both the elementary and secondary level. For instance, a teacher starting with a Kindergarten class would continue with that class as their 1st grade in the following year. When that class moves to 2nd grade, the teacher would loop back to a new group of Kindergartners and repeat the looping cycle. These cycles will repeat in the upper elementary grades as well. We run three loops in the core academic content areas (Language Arts, Social Science, Mathematics, and Science) of the middle school. In this looping structure, each student is with the same teacher for multiple years. This will allow the teacher to know each student and family more deeply, insuring stronger and more responsive relationships from our staff to the students and families they serve.

4. Family Engagement

Family involvement is crucial in creating a nurturing and safe school community. Research shows that long-term parental involvement is a critical factor in student success (Henderson) RiC staff is committed to welcoming and working with families to engage them in their students' education. Families have many opportunities throughout the year to build connections and genuinely be a part of the school.

To start, every three years, families are invited to participate in the TEN “Priorities Survey” to identify their main priorities for teachers. (See *Appendix 1.3*) These priorities drive teacher development and feedback over the three-year cycle. There are also be annual family orientations to explain key policies and procedures. There is frequent communication between the school and families through classroom and school newsletters. Teachers email and send home monthly newsletters in the home language of the families, highlighting the classroom activities and events of the past month and informing parents of up-coming events. All teachers conduct informal home visits and are visible and accessible within the community during non-school hours. School-wide programming and events (Literacy, Math and Science Family Nights, musical and performing arts events and performances, parent workshops, etc.) have been developed with the involvement of families and community to encourage active participation of families within the school.

Parents' input is regularly queried about how the school is meeting the needs of their children and how staff can be more responsive to those needs via the Priorities Survey and through bi-annual performance "feedback loops" for teachers. Focus groups, racial affinity groups and grade level groups of parents are organized on a needs-basis to address issues as they arise in any or all of the 5R foundations of our school.

Families are advised of student progress through trimester report cards, Family Nights, and annual conferences. In addition, the RiC hosts a variety of social and educational events to promote community building. These might include Family Math and Literacy Nights, parent education seminars, student performances, and exhibitions of student work. Families are encouraged to make a commitment of participation. Participation takes many forms so that all families can be included. There are opportunities for parents to be involved within and outside of the school day. Examples of family participation include, but are not limited to volunteering in the classroom, technical assistance, preparing materials at home, providing language support for other families, supervising field trips, helping with school-wide events, gardening, volunteering on any adjunct committees, and serving as liaisons to community groups. While it is encouraged, volunteering at RiC is not a required for student enrollment.

In order for all students to achieve success in our dual language programs, we provide families with tools to support bilingualism and their child's language acquisition. We offer dual language workshops and groups for families as well as family literacy activities in both languages. In addition, we hope to offer both ESL and SSL classes in the near future so that families also have the opportunity to develop their bilingualism. We also plan to bring in local authors and advocates for bilingualism and bi-literacy such as Alma Flor Ada, as well as dual immersion researchers who can provide parent education that develops understanding of the goals of the dual language program.

5. Academic Interventions

RiC uses Multi-Tiered Student Support framework that encompasses a systematic, tiered approach intended to resolve student learning difficulties by systematically providing the necessary level of support and intervention. Tier I consists of the core academic program in which all students receive instruction. Informal formative assessments in class give teachers the on-the-spot opportunities to provide feedback and support to students in a timely fashion. Tier 2 provides supplemental instruction for small groups of students who are slightly behind on a common core standard assessment and need a little assistance to reach a common core standard. Tier 3 is reserved for students who still have not met a standard, or group of standards, and need additional support through before or after school instruction. All students receive Tier 1 literacy instruction in both English and Spanish. Tier 2 and Tier 3 takes place in English or Spanish, in accordance with the language in which the student is most dominant.

A Growing Roses in Our World to Transform and Heal ("G.R.O.W.T.H.") team is a structure that brings together all academic and behavioral support services providers at a school site (admin, general education, Special Education, counselors, and community based organizations) in a regular weekly/bi-weekly meeting to provide identification, assessment,

referral, support, and service coordination for students experiencing academic, attendance, behavior/social, or health problems that impact school success. G.R.O.W.T.H. focuses on referred students and coordinates respective programs and services to promote their academic success.

A Student Success Team (“SST”) is a problem solving and coordinating structure that assists individual students, families and teachers to seek positive solutions for maximizing student potential. The SST focuses in-depth on one student and invites the parent/caregiver, student, teacher and others involved in problem solving for that one student to participate in finding solutions.

Students that have been placed in intervention as a result of a GROWTH referral are monitored regularly w/assessments to view improvements. The GROWTH team reviews students bi-weekly to discuss progress, current assessments, receives teacher input etc. An SST is scheduled at any time the team feels that the parent needs to be brought on at a deeper level and to learn about any background or additional information the family can support. Over a period of time, if the student is showing little to no growth from small group, one on one or after school intervention, the team will discuss assessment with the parent at the SST meeting. If a student is assessed following the set meeting, the child may find they are eligible for an IEP. The IEP will determine services for that child. If a child at any time transfers from another school, RiC will continue the process that has been shared by the previous school if those services are deemed appropriate.

B. Instructional Approach

The instructional model at RiC will address the needs of the whole child, focusing on Maslow’s five levels and our corresponding five R’s (resources, relationships, relevance, rigor, and responsibility). The core of our educational model will be an inquiry-based approach to teaching grounded in Maslow’s framework, using a Two-Way Dual Language Immersion model, instruction that is grounded in constructivism, differentiation, integrated social and emotional learning program, and service learning.

At Roses in Concrete we expect our teachers to be well-informed, reflective practitioners. We respect their ability to change and adapt their instructional practices as they deem necessary, provided that their professional decision making produces adequate progress for students.

1. Two-Way Dual Language Immersion

Dual language immersion programs have three primary objectives: Academic Proficiency; Bilingualism and Bi-literacy; and Multicultural Competency (Howard, Sugarman, Christian, Lindholm-Leary, & Rogers, 2007). These objectives support RiCs mission of “preparing students to fundamentally impact the global society while learning to live, learn, work, and thrive in their own communities.” According to the California Department of Education, dual language education provides the following benefits:

- Globalization*: Educational programs that afford students opportunities to acquire English and other languages and to become familiar with other cultures are better suited to offering graduates a premium in the global village.
- Neurocognitive Advantages*: A bilingual advantage has been demonstrated consistently by individuals competent in completing tasks or solving problems when competing information is available.
- The Home language Advantage*: Emerging Bilingual Learners with advanced levels of competence in certain aspects of the home language demonstrate superior achievement in English Literacy compared with Emerging Bilingual Learners who lack or have lower levels of competence in these home language abilities.
- Schooling and Cultural Competence*: Dual language programs provide students with communication skills and cultural awareness that facilitate intergroup contact and appreciation (Dolson, D., & Burnham-Massey, L. (2009)).

Given these advantages, it is no surprise that dual language is the only language development model found to close the achievement gap for Emerging Bilingual students, even given other factors such as student mobility, parent education levels, and socio-economic status (Collier and Thomas 2002, 2004). Emerging bilingual students who attend dual language programs are also less likely to drop out and more likely to sustain high levels of achievement.

The Dual Language Program at RiC benefits students who are primary English speakers as well students who are primary Spanish speakers. Dual Language programs support Emergent Bilingual students to have sustained high levels of achievement in all subject areas (Collier and Thomas, 2002, 2004). In addition, this pedagogical approach has significant promise in closing the achievement gap for low SES students of all language backgrounds. Strong programs have additional benefits for low SES students. SES has much less influence on academic outcomes when academic work is provided in the students' home language as well as in English (Collier and Thomas, 2002, 2004). Over time, this program can mitigate the effects of low SES by raising achievement for both English and Spanish speakers at RiC.

There is a significant link between learning a second language and increased cognitive development, especially in the area of executive function (Adesope, Lavin, Thompson, & Ungerleider, 2010, Barac & Bialystok, 2011, Bialystok & Craik, 2010, Garcia & Náñez, 2011). Executive function includes cognitive functions such as working memory, reasoning, task flexibility, and problem solving, which are recognized as increasingly important 21st century skills. Low-SES students who come from English speaking homes can reap the benefits of the cognitive gains associated with bilingualism through enrollment in a dual language or Spanish immersion program. Native English speakers in two-way bilingual immersion programs show academic gains at or equal to their monolingual peers (Collier and Thomas, 2002, 2004). While dual language immersion programs often draw their English speaking students from a higher SES background than the Spanish speakers in the program, the research suggests that the benefits of second language instruction at an early age would support low-SES students in making the cognitive gains necessary for increased academic achievement.

Roses in Concrete is implementing a Spanish-English two-way Dual Language Immersion model across the school so that all students have academic, cognitive, and socio-cultural benefits of bilingualism. RiC uses a 50/50 model, in which half of the day is taught in English and half of the day is taught in Spanish. Each grade level has a Spanish language teacher and an English language teacher, who work as a team to ensure coordination of content and skills across both languages. This approach also allows literacy instruction to occur in both languages, so that both English and Spanish speakers can access early literacy instruction in their home language. RiC is currently executing in a 50/50 model in K/1 for the 2019-2020 school year with the intention to increase one grade level at a time based on student needs and community feedback. The 2nd - 5th graders receive Spanish language support based on the students' needs.

2. Constructivism/ Helical Model

RiC's teachers utilize a constructivist view of learning and teaching. Constructivist theory says that learning is an active process through which people construct their own meaning and knowledge. Constructivism as a learning theory has been present for over a century (Vygotsky, 1978). More recently, educators and neuroscientists have re-examined the theory with our current understanding of how the brain develops. Scientific research indicates that learning is an active process within the brain and that the brain literally constructs understanding by building and refining connections between neurons (Gulpinar, 2005). Research shows that student engagement in interactive lessons where relationships between instructor and learners are strong and with content that focuses on learning for meaning (relevance, rigor, and responsibility) leads to greater retention and use of information and ideas (Bransford and Cocking, 2000). Students engaged in this type of learning gain greater conceptual understanding that is retained and transferred to other meaningful applications (responsibility), instead of rote memorization that is easily forgotten. For example, data from the Trend in International Mathematics and Science Study (TIMSS) supports the use of problem solving and reasoning in increasing academic achievement. A recent analysis of TIMSS data from seven countries indicates that the high-achieving countries devote more instruction to exploring concepts and making connections to solve problems as opposed to using procedures (Stigler & Hiebert, 2004) At Roses in Concrete we have chosen to build an instructional program based on constructivism as a brain compatible learning theory.

When a person experiences or encounters something new, it must be reconciled with previous ideas and experience. New understandings and knowledge developed through this process of reconciliation leads to greater levels of relevance, rigor, and responsibility for students to actually apply their knowledge in their lives. In a constructivist teaching model, teachers function as facilitators providing students with hands-on, real-life experiences that are based on relationships to the students, their lives, and the needs of the community. Constructivist teaching requires students to think critically, to make connections, and then to reflect upon and analyze their own experiences so that they are understanding their responsibility to apply their knowledge in their own lives and for the betterment of their

community. Through these learning experiences students gain a deep understanding of the material that stays with them over time.

Roses in Concrete utilizes the Helical Model, an inquiry-based application of the constructivist learning theory, developed by Dr. Gigi Carunungan. Dr. Carunungan is currently the Director of Programs at Synapse School in Menlo Park. According to Dr. Carunungan, the Helical Model “engages students in a systematic and progressive series of activities that build on each other. Starting with simple, fun, lessons to build interest and to introduce the topic, the methodology provides students with hands-on activities to expand, apply, and master subject matter. The process progresses to increasingly complex and imaginative tasks. At the end of every module, students review the lesson and collectively underscore the meanings behind their experiences and discoveries.”

RiC’s use of the Helical Model follows this structure:

Play - The learners begin their construction of knowledge and development of skills by participating in a game-like activity that introduces a key element of a topic.

Explore - A brief reflection on the observations leads the class to investigate by engaging in various types of data gathering.

Connect - Information-driven interactions allow new findings and new problems to surface. Students are then encouraged to deepen their comprehension of the topic through an activity that integrates information and skills.

Imagine - Students then “transfer” newly learned knowledge and skills to solve a different problem.

Remember - Guided by their teachers, students create meanings, distill theories, and formulate new questions.

Learning Activities within the model will be adapted based on age level and the specific needs of the class to ensure that they are culturally and community relevant and academically rigorous. The Helical Model is designed to incorporate multiple modalities so that students with diverse learning styles and abilities can access the academic concepts. Roses in Concrete has structured the school day so that there are extended uninterrupted blocks of time dedicated to exploring concepts through activities based on the Helical Model. Assessments of student learning will include both traditional quantifiable performance on teacher developed criteria and observation, as well as on state and national performance criteria.

The following is an example of how we might use the Helical Model to teach the science concept of buoyancy.

Students begin with Play by trying out a variety of paper boats in tubs of water. Throughout this hands-on activity the teacher asks them questions like--“Which boat

stayed afloat the longest?” and “Why?” The students are encouraged to think about other experiences they’ve had with floating and sinking objects. Conversations between students and with the teacher continue throughout the activities as students share materials and observations.

Students then Explore and expand their experience with buoyancy by adding pennies to the boats. During this activity, they graph which boats stayed afloat the longest and the number of pennies on the boat(s). They also expand their knowledge by looking at technical drawings of historical boats that the teacher has provided.

Next, students make culturally and historically relevant connections to their experiences by using clay to create different types of hulls based on historical examples of boats that were used by their ancestors. They make a graph to show which designs float the longest.

In the Imagine phase, they use their new knowledge to create their own ship design, rigorously applying and testing their knowledge. They test out their designs by making models. Once they have a design that floats, they make a technical drawing with text explanations.

Finally, in the Remember phase the teacher guides them through discussion and reflection on the activities of the day. The teacher connects the results of their experiments with the relevant scientific laws and theory of buoyancy. As part of the discussion, the students develop new questions that will connect to future learning.

Throughout this session, the teacher acts as a facilitator and guide by asking probing questions and guiding discussion. As the students engage in the different experiments, the teacher observes and assesses which students need additional support or challenge. These observations along with the Remember discussion guide future lessons and instruction.

3. Differentiated Instruction

Children grow and develop at different rates in different skill areas. Roses in Concrete recognizes and values these differences and differentiates instruction so that all students’ needs are met. Differentiated instruction is an approach that is incorporated into all teaching at RiC and is a core strategy for adherence to Maslow’s Framework.

RiC teachers use a variety of techniques to differentiate instruction throughout the curriculum. Carol Ann Tomlinson and David Sousa have identified five key principles to effective differentiation (Sousa and Tomlinson, 2011). Work in a differentiated classroom is respectful of each student. No matter what their need and ability, students’ tasks are engaging and require complex thought and problem solving. As the Charter School differentiates instruction around individual student’s needs, it is especially aware of times of greatest hardship for students, providing them with additional material resources (food, clothing, shelter, etc.) and more invested relationships. The provision of these spaces that

provide for students' need for basic resources, love and belonging, self-esteem, and accomplishment, will not interrupt our commitment to rigorous training for every student.

Curriculum is rooted in the critical ideas of a topic and relevant to students' cultural identities to develop their sense of belonging and self-esteem. Understanding is prioritized over mere recall to insure rigor.

Teachers use flexible grouping. Groups may be based on interests, learning preferences, or specific learning needs. Groups may be selected by the teacher, the students, or randomly. The length of time groups stay together varies as well. Grouping is interwoven with whole group instruction and independent work to ensure that students are able to develop relationships with a variety of classmates, learning styles, and academic skill ranges.

Teachers use ongoing assessment to inform their instruction to ensure that students receive the resources they need to succeed. A variety of assessment tools are used before, during, and after every unit of study to ensure that all students are experiencing growth in their sense of love and belonging, self-esteem, and accomplishment.

The learning environment supports students in taking the risk of learning. Students feel safe and connected in a community of learners via relationships with the teacher and with their peers.

The following example demonstrates how a differentiated instruction approach could be applied to teaching reading in the language arts skills lessons.

In this sample primary classroom, there is a wide range of reading levels and interests. The teacher has set up the learning environment with materials and routines that secure all 5R's of our instructional paradigm (resources, relationships, relevance, rigor, and responsibility) so that students can focus on learning. At the beginning of the year, the teacher devoted a significant amount of time to developing these routines and structures. In conjunction with the school-wide Social-Emotional Learning program (Self-Science) the class has also developed and continues to revisit behavioral norms that ensures that students basic needs are met to create a supportive and caring learning community that fosters a sense of love and belonging and self-esteem.

For the (English) language arts skills lessons, the teacher posts a reading schedule of activities and groups each week. For this particular lesson, the class meets as a whole group to participate in an interactive read aloud in which the teacher models a comprehension strategy. The students then settle into group or individual work based on the week's schedule. A small group meets with the teacher for a guided reading lesson on decoding strategies providing them the support to elevate the levels of rigor at which they can engage with their reading. Another group meets to read on a topic of mutual relevance, even though the books they are reading may be at different difficulty levels. Some students also spend time reading relevant material alone, self-selecting books that the teacher has organized by interest and/or by

reading level. The teacher spends the work time leading small groups, observing, and conferencing with students assessing students' progress. The teacher uses this formative assessment to plan design subsequent activities and groupings. At the end of the lesson, the class re-convenes as a whole group. The teacher facilitates a brief discussion of what worked well and what could be improved, and a few students volunteer to share something that they learned or accomplished as a way to boost self-esteem and feelings of love and belonging.

4. Integrated Social and Emotional Learning Program

At Roses in Concrete, Social and Emotional Learning ("SEL") is integrated throughout the curriculum as key strategy for meeting our vision of providing for all five levels of Maslow's framework. Classroom teachers, administrators and specialists work together to be role models and to reinforce the lessons of the SEL program through our 5R's. Guided by the five levels of Maslow's framework, our SEL program will inform classroom management and school-wide discipline policies. SEL concepts will be integrated into cross-curricular units using our 5Rs of effective instructional practice.

For example, in a social studies unit about the civil war, the teacher might facilitate discussions about the emotional consequences of brothers fighting brothers. The discussions might also include how those emotions might have influenced the choices made by soldiers and leaders. In a unit on butterfly migration, connections may be made to human migration and feelings around this issue followed up with art and social emotional activities such as butterfly breathing.

5. Youth Participatory Action Research ("YPAR") Taking Action for Racial, Social and Environmental Justice

RiC's programmatic and curricular approach to social justice uses Ethnic Studies as an interpretative and interdisciplinary framework to broaden student awareness and investigation of historically marginalized communities and disenfranchised communities of color. These experiences, perspectives and memories are often not examined and remain absent in the dominant narrative. RiC courses give students numerous opportunities to understand race, class, gender, sexuality, language, citizenship, nationality, borders, community, culture, religion, etc. by allowing students to make personal connections and community knowledge to larger world and social issues. In studying various social movements and critical histories, students are able to construct counter-narratives and closely examine systems of oppression as they relate to concepts of freedom, liberation, emancipation, resistance, justice, democracy, autonomy, humanization and revolution. RiC incorporates study of solidarity between struggles and resistance within social movements, in order for students to develop a deeper understanding of sacrifices and commitments made by our ancestors. These opportunities give students multiple opportunities to reflect on their personal experiences, develop knowledge of self, awareness of social issues, critically think about solutions and participate in critical action towards transformation, resistance and healing.

At RiC, each trimester, students experience an instructional program that is based on Six Elements of Social Justice Education outlined below:

- **Self-love and Knowledge:** Teachers provide opportunities for students to learn about who they are and where they come from. A sense of dignity in their culture, heritage, ethnicity/race, religion, skin tone, gender etc. is cultivated in the classroom. Students learn about different aspects of their identity and history associated with it. Negative stereotypes about students' identities are deconstructed.
- **Respect for Others:** Teachers provide opportunities for students to share their knowledge about their own cultural background with their classmates. The goal is to create a climate of respect for diversity through students learning to listen with kindness and empathy to the experiences of their peers. Students deconstruct stereotypes about their peers' identities.
- **Exploring Issues of Social Injustice:** Teachers move from "celebrating diversity" to an exploration of how diversity has differently impacted various groups of people. Students learn about the history of racism, sexism, classism, homophobia, religious intolerance etc. and how these forms of oppression have affected different communities. Teachers make links that show how the historical roots of oppression impact the lived experiences and material conditions of people today.
- **Social Movements and Social Change:** Teachers share examples of movements of iconic and everyday people standing together to address the issues of social injustice they learned about in element three. Rather than leaving students feeling overwhelmed and defeated, teachers help students understand that working together, ordinary people have united to create change.
- **Raising Awareness:** Teachers provide opportunities for students to teach others about the issues they have learned about. This allows students who feel passionately about particular issues to become advocates by raising awareness of other students, teachers, family and community members. It is important to recognize that while raising awareness is a necessary and important precursor for action, it by itself does not translate into change.
- **Taking Social Action:** Teachers provide opportunities to take action on issues that affect students and their communities. Students identify issues they feel passionate about and learn the skills of creating change firsthand.

Youth Participatory Action Research ("YPAR") is one of the primary instructional approaches used to for students to Take Social Action. Critical Research coupled with academic and curricular related content will allow students to further their project-based work on key common core elements such as:

- Critical Analysis
- Research and Methodology to Unpack Issues
- Problem Solving and Actualizing Solutions
- Action (products based on the outcomes of the YPAR)
- Reflection (on process, action, growth, and transformation both personal and communal)

Below are several examples of the kinds of YPAR Projects students may engage in:

Examples of Projects in Grades K-2

- **Self Love and Respect for others:** Acknowledging the beautiful differences in hair texture and skin color, learning about each other's ancestors, creating family trees, and defining the meaning of a warrior scholar.
- **Issues of Social Justice: Social Movements and Social Change:** Learning about past and present social justice movements that have helped pave the way for positive social change in our world such as the importance of the Black Panther Party, Young Lords, Brown Berets, Zapatistas, Black Lives Matter, and United Farmworkers
- **Awareness Raising: Social Action:** Learning about the importance of boycotts, protests and marches and taking direct action themselves

Examples of Projects in Grades 3-5

- **Disrupting the Cycle – California Resistance:** A thematic unit around understanding a nation founded on colonialism and hegemony, students understand social reproduction theory by analyzing moments in history and the impacts of colonialism and colonial mentality even today. Students will see evidence of it through multimedia that they consume regularly (cartoons, toys, video games, songs, and more) and begin to problematize systems of power and the dominant narrative. They will also focus on California resistance to these conditions by analyzing the creation and mobilization of: the United Farm Workers, the Black Panther Party, the Brown Berets, the Bracero Program, the Zoot Suit Riots, the East LA "Blowouts" and current youth movements. Students will conduct YPAR to problem solve conditions today in their community, and work towards problem solving them. In doing so, students create counter media projects (mini-documentaries, PSAs, Slideshow presentations, and Autoethnographies) after triangulating their research. This is also embedded in the novels read aloud, writing projects and tasks they do, as well as the Math and Science activities they participate in.
- **Flipping the Script: ReWriting the Dominant Narrative:** Students participate in a multi-disciplinary project that involves Language Arts, Math, STEMM, Youth Culture, and Social-Racial Justice which is community responsive. Students first start off with the idea of creating their own comic books or graphic novel. They analyze comic books to see who and how people are represented. Issues of body types and features, along with who is portrayed as the hero. They develop their own hero that reflects themselves in the protagonist. Elements of character development, basic story elements, and narrative writing occur throughout. After developing their character and their origin stories, they get to learn and design their own action figures, logos, theme music, and "gadgets" using Maker Space STEMM technology (TinkerCad, Laser Cutters, 3D Printers, Gravit.io, and

more). Students then research community based "heroes and sheroes" to begin connecting the concept: "Real heroes have faces like us, ordinary people doing extraordinary things" in order to see themselves as viable change agents. They create website to share their projects, and work to problem solve issues in their communities using STEMM (robotics, programming and App design, and more).

- **The Revolution Will Be Televised – From Consumers to Producers:** Media is a highly engaging, yet dangerously influencing tool. Students learn to navigate through the messaging of their favorite forms of media, both currently and historically. Deep critical analysis and critical media literacies are developed and sharpened as students do author studies on popular music artists (i.e. Drake) to find out themes, motifs, and influencing messages. In developing these skills and broadening their conceptions of "Text", students will be able to "Read the World, as well as, Read the Word" as Paulo Freire states. Students develop the skills to navigate through these media forms and learn how to respond to them through critical media production to influence others on a more positive social media movement. In doing so, the students learn about digital citizenship and their agency to impact change through media platforms.

Examples of Projects in Grades 6 - 8

- **African Resistances to European Colonialisms:** A unit investigation of the ways in which African resistance to European colonialism create identity, home and place for autonomous communities throughout the diaspora. Students designed political graphic posters and magazine covers to present to learning community.
- **Exploring Ethnic Studies and Narrative:** A unit investigation of relationships between identity, narrative and culture. Students explored color theory by mixing shades of 'brownness' and created 3-D wire self-portraits and mixed media collages.
- **Exploring the History Of The US/Mexico Border Through Mexican Muralism:** A unit investigation on Mexican Muralism as a way to investigate the making of the US/Mexico border and Treaty Of Guadalupe Hidalgo. Students analyzed works of Mexican Muralists and created interpretive visual historiographies of US/Mexico border for community exhibition.
- **Romare Bearden On Displacement and Gentrification In Oakland:** An investigation of the history of gentrification in Oakland and displacement of body and communities in Oakland. Students created interpretive visual narratives of gentrification in Oakland through methods and art forms of Romare Bearden that explored themes of loss, hope, culture, dislocation, displacement, community, fragmentation, blackness and resistance.
- **Exploring Pan African and Woman OF Color Freedom Fighters :** A study of various Pan African and Woman of Color freedom fighters throughout the diaspora and social movement histories. Students created a 48-portrait series

as a tribute and commemorative exhibition for Black/African History Future Month and Women's Heritage Month events.

C. Proposed Schedule and Academic Calendar

Roses in Concrete's academic calendar will comply with the annual instructional minutes' requirements set forth Education Code Section 47612.5. The proposed school calendar for 2020-2021 will include 180 instructional days and 10 teacher workdays. The calendar may be modified to coordinate with the calendars of the Roses in Concrete and professional development partners.

1. Daily and weekly schedules

The Roses in Concrete daily schedule and annual calendar amounts to more than the minimum number of instructional minutes set forth in Education Code Section 47612.5 and more than the required number of 175 school days. This code requires:

- a) To pupils in kindergarten, 36,000 minutes
- b) To pupils in grades 1 to 3, inclusive, 50,400 minutes.
- c) To pupils in grades 4 to 8, inclusive, 54,000 minutes.

At Roses in Concrete students will have 59,654 minutes of instructional time (not including lunch or passing periods) each year which equals 33 weeks.

2. Instructional day

The instructional day at Roses in Concrete is designed to reflect the school's mission and vision. There will be 4 days/week of 405 instructional minutes and one reduced day with 205 instructional minutes. The total of 59,654 minutes for the year will be completed in 33 weeks. *See Appendix 1.4 for Sample Bell Schedules.*

D. Culturally and Community Responsive Curriculum Design

In keeping with our school vision, the curriculum at Roses in Concrete will be designed to focus on the education of the whole child. The California Content and Common Core State Standards (CCSS) will be used as a foundation to build curriculum and guide instruction. The Roses in Concrete School curriculum will be aligned Common Core State Standards ("CCSS") in English Language Arts ("ELA") and Mathematics, the Next Generation Science Standards ("NGSS"), the English Language Development ("ELD") Standards, the History-Social Science Framework, and the remaining state standards (collectively "State Standards"). Our curriculum will also include cross-curricular project-based learning (i.e. YPAR) and will address the individual needs of all learners by having multiple learning modality components.

1. Culturally and Community Responsive Curriculum

The first step of the cultural relevance cycle (Flory & McCaughtry, 2011) is to understand community dynamics, which requires knowledge acquisition. Teachers must have rich, sophisticated knowledge of their students and community dynamics, to understand

particulars of students' reality. Many researchers have identified the importance of knowing students in profound ways (Barrett & Noguera, 2008; Graybill, 1997; Lenski et al., 2005; Monroe, 2005) and challenged teachers to know students as cultural beings (Irvine, 2003; Monroe, 2005). The second step of the cultural relevance process is to understand how community dynamics influence educational processes. Similar to the work of Irvine (2003), and Lenski, et al. (2005), this step requires introspection about how values, biases, feelings, and worldviews differ from students. Several authors have documented ways that urban students' home experiences affect their education (Brown, 2004; Delpit, 2006; Godley, Carpenter & Werner, 2007). The final step in the cultural relevance cycle is to enact strategies reflecting teachers' cultural knowledge, where teachers must consider ways of instructing and connecting with students through physical education and the arts. Even experienced teachers may find previous methods of instructing students "misses the mark" in urban schools similar to *Roses in Concrete*. This action-oriented step has been well documented by many researchers (Delpit, 2006; Gay, 2000; Irvine, 2003; Ladson-Billings, 1995); however, it requires teachers to bring students' cultural realities to the forefront of their pedagogy. Each of these phases allows teachers to more effectively identify and react to the 5Rs of our pedagogical model in ways that provide resources, relationships, relevance, and rigor to cultivate students' responsibility. RiC staff members use their professional development time to constantly explore and reconsider their own assumptions, to understand the values and practices of families and cultures that are different from their own in our neighborhood, and to construct curriculum and pedagogy that takes these into account in locally appropriate and culturally sensitive ways.

2. Curriculum, Mapping & Design

RiC Lead Teachers (one per each band – K-2, 3-5, 6-8) investigated the quality of accessible standards aligned rigorous resources and developed RiC's own integrated culturally and community responsive curriculum. To assure fidelity to the CCSS, the Lead Teacher team used rubrics designed by EQuIP and Achieve the Core to assess quality standards alignment.

RiC's Lead Teachers support their teams in engaging in on-going curriculum design and modifications each summer. These curricula design materials include updated Scope and Sequences, revised curriculum maps, and developed unit and lesson plans. In developing curriculum, RiC draws upon widely available quality base curriculum resources (Table 1.6) as the foundation for curricula and then engages in rigorous curriculum mapping process.

Curriculum mapping, based on the work of Heidi Hayes Jacobs (2012), is the major process used at the *Roses in Concrete* to align curriculum integration, pacing, assessment and a process of collecting data representative of the operational curriculum. Staff works in grade level bands (K-2, 3-5, and 6-8) to design consensus maps to agree on when and what things are taught in like-grade level classrooms. The mapping process begins with the common core standards in each content area, identify the standards that align most strongly with the design principles below and calendar mapping them for the school year. Teachers use curriculum templates that display key components of the curriculum: content, skills, assessments and essential questions. Technology is central to this work as it enables the

teachers to create organic documents which all staff members have access. Exemplar curriculum maps can be found in *Appendix 1.5*

Table 1.6. Base Curricular Materials (Core Subjects)

Grade Levels	Subject	Curricular Materials
K-5	ELA/SLA	Lucy Caulkins's "Writer's Workshop" "Comprehension Connections" Words Their Way/Palabras a su Paso Estrellita, Escalera Culturally-relevant and community-responsive core literature aligned to State Standards
	Social Studies	History Alive Teaching Tolerance Rethinking Schools History is a Weapon Culturally-relevant and community-responsive curriculum aligned to State Standards
	Math	Eureka Math ST Math (Spatial Temporal) CGI Math (Cognitively Guided Math) Marilyn Burns "Math Solutions"
	Science	Mystery Science Generation Genius Teacher Created Curriculum aligned to State Standards
	Arts	Teacher Created Curriculum aligned to State Standards
	Physical Education	Teacher created curriculum aligned to State Standards
6-8	ELA/SLA	Culturally-relevant and community-responsive core literature aligned to State Standards
	Ethnic Studies	Teacher created curriculum based on SFSU Ethnic Studies Course and aligned to State Standards
	Math	Eureka Math ST Math (Spatial Temporal) CGI Math (Cognitively Guided Math) Marilyn Burns "Math Solutions"

	Science	Teacher Created Curriculum aligned to State Standards
	Arts	Teacher Created Curriculum aligned to State Standards
	Physical Education	Teacher created curriculum aligned to State Standards

3. Content Areas in Depth

a. English Language Arts/Spanish Language Development/English Language Development: The Language Arts curriculum is organized and presented as the foundation and connection between all subject matters. In grades K-5, Language arts and language development will be taught in both English and Spanish at each grade level to support the simultaneous development of language and literacy. The reading, writing, speaking and listening strategies and skills taught will be used to enhance both the receptive and productive tasks in science, mathematics, as well as social sciences. In addition, language development standards will be integrated into all tasks requiring receptive and/or productive language. Across all subjects' students will read, and develop mastery of sharing their ideas, posing questions, using and analyzing evidence, and crafting arguments using their writing and oral communication skills.

Roses in Concrete uses a teacher-developed combination of Lucy Caulkins's "Writer's Workshop," "Comprehension Connections," and culturally relevant and community-responsive core literature aligned to CCSS.

Reading:

Roses in Concrete uses American Reading Company (ARC) to teach and assesses students reading development. In addition, as outlined in the Common Core State Standards (CCCS), students will engage with increasingly more complex texts as they progress to a level of college and career readiness. In addition to being able to decode and comprehend text, students are expected to develop and utilize increasingly sophisticated language practices that include, but are not limited to: making inferences, weighing evidence, critical weighing of evidence to support an argument, and discerning nuance.

Writing:

Teachers will administer a Writing Snapshot assessment at the beginning, middle and end of the year as a way to assess writing growth and goals. The demands of the writing curriculum increase as students progress across grade level. Students are expected to develop and master the ability to write across genres. This includes narratives, persuasive texts, as well as the ability to write arguments and explanations in regard to what they have read. Students will be encouraged to write with their audience and a specific purpose in mind. The writing must be logically sequenced, supported by evidence from the reading and other sources, and demonstrate their grasp of learned ideas. The Language Arts curriculum will demonstrate a clear and deep connection and transfer between what students read and

what they write. Students will utilize a variety of research techniques to create writing that clearly reflects the use of evidence from a variety of written texts.

Speaking and Listening:

Students will develop and utilize a range of critical language practices associated with speaking, listening and the use of language conventions. Students will acquire the essential language practices of syntax, grammar, mechanical conventions, and word meaning in order to communicate ideas from the simple to the more complex. Students will use their oral skills to integrate and evaluate academic and other content while being mindful of tone, audience, and the context. Students will have various opportunities to use their language to teach, learn, and transfer learning in a variety of settings: one on one, small group, whole, group, formal as well as informal. Students will learn to work effectively in teams and small groups, developing their capacity to actively listen and engage. The students will learn to listen to one another with a critical ear, understanding how to express their own ideas and arguments clearly and respectfully. The art of argumentation will be taught and learned, with students being able to process, analyze, and weigh evidence when listening to others. Additionally, they will craft arguments based on what they hear, and develop the capacity to oral communicate their statements and questions based on their understanding of what others have said. As students progress through each grade level they will grow in their ability to strategically use the various language practices in order to create prose across genres, for different audiences, and contexts, and purposes.

Language Development: Language development in English and Spanish will be supported by integrated as well as targeted ELD/SLD. Integrated ELD/SLD will take place daily, throughout language arts, mathematics, social studies, and science instruction. We will incorporate a Structured English Immersion (SEI) approach as well as a variety of Sheltered Instructional (SDAIE- specially designed academic instruction in English) practices in both languages to ensure that students develop vocabulary and academic language across content areas. Targeted ELD/SLD will take place during small group instruction time, as the teacher pulls small groups for differentiated instruction in English and Spanish language development. Student progress will be individually assessed and monitored according to language proficiency standards.

b. Mathematics

The mathematical practices will be deeply embedded in language arts practices. In addition to developing number sense, having opportunities to use a variety of arithmetic procedures to engage in simple to increasingly more complex computations and word problems, students will combine mathematical and language arts standards to make sense of mathematical processes. ELD and SLD standards and strategies will be integrated across all lessons to ensure that students have the necessary scaffolding to access content across language. In order to successfully solve mathematics problems students will be exposed to the language of mathematics, including the math specific vocabulary as well as the range of mathematical representations. Students will explain abstract mathematical concepts and relationships. The use of text, visual models and representations such as graphs, charts, and symbols, as well as talk. Students will be required to explain their thinking, using explicit and precise language. Students will construct and defend arguments in math, using various

logarithms, diagrams, and the language of mathematics. In mathematics, students will use proofs, specific definitions and mathematical reasoning to produce and comprehend mathematical arguments. While students will use more informal and less precise mathematical language as expressions in earlier grades, they will develop more precision in later grades to inform their claims and arguments.

Curriculum at Roses in Concrete will consist of a teacher-developed combination Eureka Math, ST Math (Spatial Temporal), and Marilyn Burns.

c. Science

The Science instruction and curriculum at the Roses in Concrete is rooted in the content and processes of scientific thinking, communication, investigation, experimentation, teamwork, research, and design that are integral to Science, Technology, Engineering, and Mathematics (STEM) fields and professions. Using a wide variety of rigorous resources including Mystery Science, "Generation Genius", ReadWorks, and ESpark as well as using/piloting teacher created STEMM and Computer Science Engineering units backed by Stanford University and Science in the City. Students will make sense of science: examining and challenge their preconceived notions and misconceptions of science, developing ideas founded on more scientifically based perspectives. Rather than simply accepting scientific explanations of phenomena and theories, students will constantly engage in discussion and experiences that challenge them to answer the question: How do you know? Students will craft their responses using the discourse unique to science as well as the Language Arts practices of reading, writing, and oral communication. As with mathematics, ELD and SLD standards and strategies will be integrated across all lessons to ensure that students have the necessary scaffolding to access content across language. The Science materials will include FOSS Science and CCSS additions.

Scientific Content and Communication:

As with Mathematics, students will learn to read and represent ideas using visual representations such as models, graphs, charts, and diagrams. These literary tools and devices will serve as evidence as they engage in both oral and written argumentation with others. Students will learn to analyze arguments, weigh evidence, and distinguish between strong and weak scientific justification of claims. The language in a science classroom is unique, including textbooks as well as discourse, are unique and different from students' everyday language. In earlier grades students will learn to discuss science concepts using informal language that will become increasingly more complex and formal as they progress through grades.

Science Investigation and Inquiry:

Students engage in science thinking long before they reach school age. They are naturally curious about the world around them, tasting, touching, and questioning, discovering how things work. Their scientific experimentation, though informal, fosters student explanations and conceptions about the world and phenomena around them. At Roses in Concrete students will learn the history of scientific developments as well as the facts discovered by others. Even more however, our students will learn science through active involvement, or

investigative and inquiry-based experiences. Students' involvement with science will be hands-on and minds-on in nature. Pedagogical strategies will provide students opportunities to manipulate and investigate elements physically and mentally.

Scientific Experimentation:

Students will ask questions, come up with hypotheses, make predictions, design experiments to test their hypotheses, as well as collect and analyze data. Students will experience science as more than simply rote memorization of facts and formulas. Rather, they will be engaged the real-world application and transfer of science knowledge, discovering and constructing meaning for themselves. As 21st Century Learners, students will move far beyond the passive learning and objectives of finding the "right" answers, to coming up with ideas on their own, through experimentation and investigation. As students learn to ask questions, test their hypotheses, and generate ideas, they will develop the disposition central to scientific inquiry and discovery. Their curiosity, desire to share ideas, and question theories will be valued and nurtured by the teachers and staff at Roses in Concrete.

d. History, Social Science and Ethnic Studies

According to the California Framework, engaging and thoughtful history–social science instruction teaches students to connect to people, ordinary and extraordinary, who came before and whose stories build sensitivity and appreciation for times past and for the long continuity of human experience. It also allows teachers to develop and cultivate a sense of community and civic duty and responsibility. At the Roses in Concrete we seek to create 21st Century Learners who study and understand the historical context of current political, social, and economic conditions. At the early levels students learn central historical facts, geography, as well as habits of mind and character such as *empathy, fairness, respect, equality, discipline, and responsibility*. Additionally, the curriculum will provide students a culturally diverse experience where they learn to appreciate and value the myriad languages, religions, races, ethnicities, and other categories and structures by which humans classify and categorize themselves.

These lessons are grounded in the Six Elements of Social Justice starting in Kindergarten. For example, In the primary grades, students learn how to write persuasively by reading about about the United Farmworker struggle and making connections to how it relates to current the boycott against Driscoll's strawberries. Students draw connections across historical time periods deepening their understanding of current social actions examine the because of unfair wages paid to farmworkers.

Roses in Concrete uses a range of standards aligned resources including resources from History ALive, Teaching Tolerance, Rethinking Schools.

Historical Thinking:

In addition to the standard knowledge about and memorization of important historical dates, events, names, and places, students will engage in *historical thinking*. They will explore and study primary sources: artifacts, journals, diaries, photographs, and other documents as a way to more actively and creatively interact with history. Students will compare and contrast documents, considering the historical context of the time. Students will work individually

and collectively to read, discuss, analyze and create historical narratives and arguments based on evidence from the past. As with Language Arts, Science, and Math, students will write essays, engage in discussion and debate, and create visual representations of their understanding, transferring their learning across different contexts and scenarios with the support of appropriate language scaffolds. As students thoughtfully and carefully read and interpret documents from competing narratives, they will assess and evaluate the degree to which claims are supported or disproved by evidence.

e. Physical Education

A student at the Roses in Concrete will experience yoga and meditation as a part of our classroom and school wide practice; organized free play 40 minutes a day with a recreational specialist and formal Physical Education 100 minutes a week. A full-time The recreational specialist will lead a weekly class game time, and organize classroom teachers to participate and support the program in their areas of interest, and solicit professional providers for specific skills and sports. We will deliver the Physical Education Model Content Standards for California Public Schools (CDE, 2006) K-12, with culturally relevant modifications.

Culturally Relevant Physical Education examples:

- Violence and safety issues are a barrier to physical activity in some neighborhoods. Green spaces and parks are scarce, and some parents do not want their children outside.
- Family structures sometimes mean older siblings have responsibilities after school while parents work. Chores, meal preparation, and caring for younger siblings make physical activity after school difficult.
- Low socioeconomic status and poverty-like conditions mean families lack additional resources for extracurricular activities (i.e., recreational sports leagues, clubs).
- Religious practices limit students' participation in physical activity. Many Muslim students fast during religious holidays, making physical activity impractical. Furthermore, some Muslim girls face additional barriers because standards of modesty prohibited physical activity in sight of boys.
- Finally, students' race and ethnicity place greater cultural value on some activities, and these usually differ from the activities that physical education teachers included.

According to Flory and McCaughty (2011), urban students craved activities done easily in their homes, with friends and family, and activities with specific cultural meaning. For instance, students reacted positively to exercise videos because their mom's could use them at home. Understanding what sports, such as soccer or basketball, are highly valued in the neighborhood and teaching aligned skills at every grade level further connect students to the program. Students indicate that it would be better if they developed skills for skating, dancing or bowling – things they want to do in their lives. Other strategies demonstrating cultural knowledge to accommodate safety concerns, family structures, and restrictive budgets, RiC teachers will include content that could be done easily at home and with little equipment. During a fitness unit, for example, students will learn to replicate strength exercises using bottles filled with water. For step benches, students can just do stairs. When

religious practices impeded physical activity, we will adjust dress requirements and teaching schedules.

f. Visual and Performing Arts (VAPA)

A student at Roses in Concrete will experience VAPA instruction 45 minutes a day, two days a week and as daily part of our after-school program. A full-time certificated Arts coordinator/instructor will lead this program, organize classroom teachers to participate and support the program in their areas of interest, and solicit professional providers for specific skills in visual arts, performing arts, and music. We will deliver the Visual and Performing Arts Content Standards for California Public Schools (CDE, 2001) K-12, with culturally relevant modifications. We will implement standards in each of the four content areas: Dance, Music, Theatre and Visual Arts. Artistic perception; creative expression; historical and cultural context; aesthetic valuing; and connections, relations, and applications will be included in each of the content areas as appropriate for each grade level.

RiC's emphasis on the arts is based on five basic premises (Eisner, 2002):

- Art is critical for educating the whole child.
- Art is a basic part of a good education.
- Arts education fosters brain development.
- Arts education fosters the development of social skills.
- Skills developed in art increase achievement in other areas.

We recognize that arts are also important in reaching students who otherwise do not subscribe to traditional educational programs. RiC expects to attract students who have not achieved success in school in other areas. Many studies (Deasy & Catteral, 2002; IAEEA test; Rauscher, 2003; Welch & Greene, 1995) refer to the academic and social benefits accruing to at-risk and failing students who are involved in various arts education programs. A 20-year program among low-achieving students in 8 inner-city New York elementary schools that integrate visual and performing arts showed positive results in improving reading performance. (Welch & Greene, 2005). Research studies show that art-based reading instruction promotes better reading, largely through the added motivation that art offers for learning. (Burger & Winner, 2000; Deasy, 2002) The RiC arts program will be integrated with other instructional content areas and projects to create meaningful applications as well as the stand-alone value of each of the arts.

g. Character and Conduct

Concepts include:

- *Right and Wrong*: Embody core beliefs that allow students to quickly identify the difference between right and wrong as well as acknowledge when transgressions occur and be willing to seek either atonement or resolution.
- *Respect for Elders*: Clear understanding of the necessity for and performance of respect for elders.
- *Right to Privacy and Personal Space*: Embody core beliefs that emanate respect for a right to privacy and personal space.

- *Resiliency and Grit*: Willingness to take emotional risks, such as trying new things, and reattempting tasks where they have previously failed.
- *Environmental Consciousness*: Fundamental understanding of the need to be environmentally conscious with respect to litter and waste, while also being able to distinguish art from vandalism.
- *Curiosity*: Preparation to follow direction and receive guidance with a curiosity and enthusiasm that does not lean into disrespectful defiance.
- *Openness to making and learning from mistakes*: Willingness to make mistakes on their pathway into adolescence with the understanding of what constitutes a mistake and what must be identified as a bad habit.

In essence, we expect students will transition into their upper school experience prepared to receive the instruction and socialization they both need and deserve in order to develop into the teenagers, the community and the world needs them to be.

VIII. Professional Development

According to Killion’s national review of professional learning paradigms in education, “finding time for job-embedded professional learning is one of the most frequently cited challenges with implementing change in education” (Killion, 2013). Yet, professionals and experts alike agree that successful professional development is at the heart of effective classroom practice, teacher job satisfaction, and teacher retention. By extension then, professional development has direct and profound impact on student performance. For this reason, the Roses in Concrete places a heavy emphasis on developing and supporting a professional development program that will become a national model of teacher development.

1. Our Approach to Teacher Support and Development

RiC’s approach to supporting and developing our teachers integrates some of the most cutting-edge strategies from Improvement Science (Sparks, 2013) and teacher development (Duncan-Andrade, 2011). It is the Charter School’s position that while we have acknowledged the need for differentiated instruction in classroom teaching, we have not applied this same understanding to the ways that we develop teachers. For this reason, schools typically employ one-size fits all models of professional development that stymie teacher growth and exacerbate levels of teacher attrition. Oakland is no stranger to the impacts of this kind of professional culture. However, research (Duncan-Andrade, 2005 & 2007, www.metproject.org/) suggests, that when urban teachers are provided with the opportunity to get meaningful feedback on their practice *and* to participate in professional structures that allow them to use that feedback in collaboration with colleagues, then levels of job performance, job satisfaction, and persistence in the profession all trend upward. In accordance with this research, we developed TEN, which uses technology to support a cycle of teacher inquiry and improvement that applies the classic three-phase cycle of learning development and assessment (diagnostic, formative, and summative).

Phase 1: DIAGNOSTIC: *Priorities Survey*

A user-friendly “Priorities Survey” in the TEN platform enables families, students, and educators to have greater self-determination and build a collective voice to shape the educational priorities in the school. Utilizing an easily accessible electronic platform, the survey allows families and students to choose teacher qualities that they consider most important for effective teaching in three domains: “Relationships,” “Relevance,” and “Responsibility”. This phase directly engages the stakeholders and centers students and families in the educational experience, empowering them to shape priorities of the schools serving their children.

The data from the Priorities Survey is then analyzed in teaching inquiry groups in accordance with the looping patterns of the school (K-2, 3-5, and 6-8). Teachers develop customized professional growth plans in accordance with the instructional priorities determined by the community and based on their personal strengths and needs. These are designed and executed in collaboration with their inquiry group team, and also shared with the entire instructional staff in professional development sessions and staff retreats.

Phase 2: FORMATIVE

The formative phase uses the priorities identified by the community in Phase 1 to create an electronic feedback loop that allows families, their children, administrators, and educators to provide feedback to teachers about how they are doing on the teacher qualities selected as priorities.

During the formative phase teachers create personalized growth plans based on the feedback they receive on their actual classroom practice. These plans are developed, assessed, and revised as part of their collaborative work with their colleagues in inquiry groups. Teachers are also able to get coaching, support, and access resources in TEN’s Teaching Excellence Community (TEC) designed to develop and support their individual growth plans. TEC provides a space for families and educators to create communities that share strategies, stories, and resources to develop and support effective community responsive teaching. It also serves as clearinghouse of excellence, where curated educational materials to improve teaching are accessible.

Phase 3: SUMMATIVE

At the end of each school year, teachers can access a report detailing progression of their classroom practice, which includes feedback from families, students, and colleagues. Administrators can access reports that measure improvements in practice at the school so that investments in professional development can be more effectively evaluated and so they can plan for the following school year. This summative feedback will be used by teachers in their inquiry to design their summer growth plans, identifying some key areas of development they are interested in exploring during the summer.

Our use of TEN transforms unquestioned institutional norms about expertise and input on the education of vulnerable children by centering the priorities and feedback of disenfranchised families in the discussion about what schools do and how they do it.

2. Lab School

Roses in Concrete has created *laboratory school* agreements with San Francisco State University, Stanford University, the University of California, Berkeley, the University of San Francisco, and Mills College to develop curriculum, pedagogy, and teaching apprenticeships, and training practicing educators that will work more effectively with urban students. By doing so, RiC aims to provide a permanent source of multi-year apprenticeships to create a pipeline of exceptionally well-trained urban school administrators and teachers, with an emphasis on candidates of color and bilingual candidates.

In addition to hosting those visitors, RiC also spread its work nationally and as far abroad as New Zealand through the Teaching Excellence Network (TEN) that rests inside of Roses in Concrete. Through TEN, RiC provides a platform and feedback system that aligns the voices of our educators, students and families to build *community responsive schools* dedicated to building strong relationships, creating relevance for students and families in the work we do, and fostering parent, student and staff responsibility necessary to create an environment focused on agency and racial and social justice.

In this work we hold the a specific aim to develop educators to serve in Oakland's highest need schools. RiC will be able to offer a pipeline of highly trained urban educators and school leaders for the district in keeping with our longstanding commitment to support Oakland's children, families, and schools. This pipeline will include bilingual educators that are especially well positioned to support the growth of OUSD's own dual immersion programs and K-12 dual language pathway.

3. Establishing time for professional growth

High-quality professional development usually takes place during the school day, is sustained, and is embedded in the work of teachers. There is simply no substitute for finding time during the day for educators to collaborate, apply new ideas, and share their learning. Evidence shows that effective professional development needs to be seen as a regular, on-going part of school life. Training needs to be accompanied by coaching during the school day, and educators need to have opportunities to share experiences and learn from each other. In order to accomplish this, RiC leaders will alter scheduling so that key groups of teachers can have shared planning time, provide early-release days so that teachers can work together in their inquiry groups during afternoons, and use existing meeting time in new ways to foster professional collaboration.

- **Daily:** Grade level professional learning communities (PLCs) will have one hour, four times a month for collaboration around data, lesson planning and feedback. Arts and athletics specialists will offer enrichment activities to the students whose teachers are so engaged.
- **Weekly – Peers:** One day a week will be an early release for the entire staff from 1:30-4:00. The time will be used for all school needs, professional development topics, and cross-grade-level collaborations work.
- **Weekly – Principal:** Each grade level team of teachers will meet with the principal approximately one morning (7:30-8:15) a week to share data, resulting plans made by the team, supports needed for the week, etc.

- **Occasionally – Intersession:** Full day clinic/workshops will be included in the calendar and during intersessions to add to the professional growth of the staff.
- **On-demand:** Because of the position of RiC as a lab school, teacher and leadership teams will be attending and presenting at professional events that align with the mission, vision and activities of the Roses in Concrete. Information gained will be shared with the entire staff through whole staff and PLC collaborative sessions.

VII. Goals and Actions to Achieve the State Priorities

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the following table describes the annual goals for the Charter School for all pupils and for each subgroup of pupils to be achieved in the state priorities, and specific annual actions to achieve those goals. (See Table 1.7)

Local Control and Accountability Plan

The Charter School will produce a Local Control and Accountability Plan (“LCAP”) using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to the District and the Alameda County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

Table 1.7 RiC’s Goals and Actions to Achieve the State Priorities

State Priority #2 Implementation of Common Core Standards	
The charter school will meet or exceed the same accountability standards as district schools regarding the Implementation of State Standards (including CCSS and ELD), including how EL students will be enabled gain academic content knowledge and English language proficiency.	
Subpriority A: CCSS Implementation	
Annual Goals	Actions to Achieve Annual Goals
<p>The RiC curriculum will be aligned to the State Standards.</p> <p>By the end of the charter term, for all students and for each statistically significant student group (Latino, Low-Income, African American, EL), increase the percent of students scoring level 3 or level 4 on the ELA and MATH portion of the SBAC by at least four percent or achieve a level of 75 percent.</p>	<p>Fully implement the core curricula across grade levels and provide ongoing professional development and classroom support to teachers.</p> <p>Provide additional culturally sustaining supplementary and reading materials.</p>

Subpriority B: EL Students & Academic Content Knowledge	
Annual Goals	Actions to Achieve Annual Goals
<p>All curriculum and instruction will be designed to support English Learners and other subgroups who experience difficulties with the curriculum.</p>	<p>All maps will include ELD standards (or SLD standards, if the content is taught in Spanish) aligned to the State Standards to maximum language support.</p> <p>Recruit and prioritize the hiring of faculty and leadership that are fluent in the home languages of our students, with an emphasis on Spanish-bilingual candidates.</p> <p>Utilize effective SDAIE strategies to support access to content taught in English.</p> <p>Implement a Two-way Dual Language Immersion program in Spanish and English for Grades K-2 and Spanish Language Maintenance and Development program for primary Spanish speakers in grades 3-8 in order to ensure students maintain and develop their home language while acquiring the English skills necessary to master the State Standards.</p> <p>RiC will implement an asset-based instructional approach designed to ensure accelerated and effective acquisition of academic English and Spanish.</p> <p>RiC will demonstrate that we value students' bilingual capacity as a true asset, an admirable and important skill for present and future goals, through our relationships with families, our commitment to hiring multilingual staff, and the obvious presence of the cultures and languages of our students at the Charter School.</p>
Subpriority C: EL Students & English Language Development	
Annual Goals	Actions to Achieve Annual Goals
<p>Students will grow one year on their ELPAC level each year until reclassified.</p> <p>when specialized language and academic support services are deemed no longer needed for ELs to be successful in the mainstream educational program at a level commensurate to non-ELs.</p> <p>By the end of the charter term, increase the percentage of English Learners meet the English Learner progress indicator criteria as defined by the California state dashboard by at least four percent or until a level of 75% is met.</p>	<p>Review data regularly to follow the progress of our EL students closely to ensure we are meeting their needs.</p> <p>In PLC meetings and trimester data meetings, EL students will be represented and outlined specifically to present growth data from NWEA scores each trimester.</p> <p>Teachers will group students by similar needs and support students in small group ELD instruction and support to excel towards standards.</p>

State Priority #3— Parental Involvement and Family Engagement

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input making decisions for the Charter School, and including how the Charter School will promote parent participation in programs for unduplicated pupils and individuals with exceptional needs.

Subpriority A: Achieving and Maintaining Parent Involvement

Annual Goals	Actions to Achieve Annual Goals
<p>Parents participate in the TEN feedback process at all levels knowing that family engagement is central to the mission of RiC.</p> <p>RiC parents consider themselves as central to the success of their students and the Charter School.</p> <p>Parents input regularly queried and used about how the Charter School is meeting the needs of their children and how staff can be more responsive to those needs.</p>	<p>Teachers meet with each family to explain how TEN works and how their voices will be heard.</p> <p>Principal host neighborhood meetings to explain the essential nature of TEN to the success of RiC and parents' centrality to the success of their students and the Charter School.</p> <p>Group meetings, home visits, neighborhood meetings and other communication strategies will be utilized to inform parents of the importance of their feedback and how it is used.</p> <p>Parents participation on Shared Governance Council including a minimum of one parent in each grade level band (K-2, 3-5, 6-8).</p>

Subpriority B: Promoting Parent Participation

Annual Goals	Actions to Achieve Annual Goals
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<p>RiC families will participate in a wide range of school activities.</p> <p>Parents/family members will be active members of leadership teams (ie. Board of Directors, Shared Governance).</p> <p>Increase cohesiveness and ownership between the families and the school.</p>	<p>Published list of additional, diverse opportunities for parents to be involved in the school.</p> <p>Establish regular, designated times for parents to give feedback to school leadership through family/principal meet and greets, visibility at arrival and dismissal, open door communication and policy.</p> <p>Communicate regularly with parents via written and electronic media, encouraging them to participate in whole school functions and opportunities.</p> <p>Leadership teams that include parents/family members will be formed as needed and as major changes become necessary. Parents will be notified of all leadership team openings with clear information on the roles and responsibilities of membership. Parents will be actively recruited as needed.</p>
Subpriority C – Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs	
Annual Goals	Actions to Achieve Annual Goals
<p>RiC families of unduplicated students and special education students will have access to and participate in school activities.</p>	<p>Roses will translate all family communications (e.g. emails, robocalls, flyers) in English and Spanish,</p> <p>Roses will hold quarterly ELAC meetings to invite families to better understand EL supports and services.</p> <p>Roses will ensure that PATT Nights (Parents Are Teachers Too) will support translation services and language support for students and that the curriculum is scaffolded to meet the needs of students at all levels.</p>

State Priority #4 – Student Achievement

The charter school will meet or exceed the same accountability standards as district schools for pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education [NOT APPLICABLE]
- C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessment for California
- D. EL reclassification rate
- E. Percentage of pupils who have passed an AP exam with a score of 3 or higher [NOT APPLICABLE]
- F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness [NOT APPLICABLE]

Subpriority A – CAASPP

Annual Goals	Actions to Achieve Annual Goals
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<p>Students will be proficient speakers, readers and writers of the English language.</p> <p>Students will be proficient in mathematical skills and content.</p> <p>Students will be proficient in science skills and content.</p> <p>Students will be proficient in history, social science and Ethnic Studies skills and content.</p>	<p>Regular use of curriculum embedded standards aligned classroom formative assessment</p> <p>Regular NWEA assessments that indicate students' progress towards the standards achievement on ELA and Math CCSS in grades K-8.</p> <p>Before and after school interventions, tightly aligned to the day's work, will be provided 4 days a week. Intersessions and summer school will provide remediation for the areas identified on interim/benchmark assessments.</p> <p>Extensive professional development will be provided on the use of formative assessments to improve learning, how to use formative and interim assessments to inform the work of each grade-level's professional learning community and how to design and implement just-in-time interventions.</p> <p>Specialized and intensive supports will be made available to students with IEPs and to EL students to insure adequate progress and reclassification, respectively. These will include before and after school 1 on 1 academic supports, and additional in class supports from teacher apprentices, classroom aids, and the classroom teacher.</p> <p>Teachers and support staff will create an environment for testing that will be encouraging and satisfying for students to fully engage and attend.</p>
Subpriority B – UC/CSU Course Requirements (or CTE) [“Not Applicable”]	
Subpriority C – EL Proficiency Rates	
Annual Goals	Actions to Achieve Annual Goals
<p>Each cohort of English Learners will progress by at least one level annually in English Language Development proficiency level as measured by the ELPAC.</p>	<p>Curriculum maps designed with ELD standards to support emerging bilingual students.</p> <p>Extended professional development to enhance teacher skills to employ asset-based instructional approaches and accelerated effective acquisition of academic English based on formative, interim and summative assessments.</p> <p>Full time Special Education/Dual Language Coordinators will lead and support teachers' success with EL/Emerging bilingual students.</p> <p>Respect for students' mother tongue and culture will permeate all activities that move students toward the acquisition of academic English while maintaining and enhancing their home language.</p> <p>The dual language program will support all students, including emergent bilinguals, to develop academic language and content knowledge in both Spanish and English.</p>

Subpriority D – EL Reclassification Rates	
Annual Goals	Actions to Achieve Annual Goals
<p>Students will grow one year on their ELPAC level each year until reclassified.</p> <p>By the end of the charter term, increase the percentage of English Learners meet the English Learner progress indicator criteria as defined by the California state dashboard by at least four percent or until a level of 75% is met.</p>	<p>Review data regularly to follow the progress of our EL students closely to ensure we are meeting their needs.</p> <p>In PLC meetings and trimester data meetings, EL students will be represented and outlined specifically to present growth data from NWEA scores each trimester.</p> <p>Teachers will group students by similar needs and support students in small group ELD instruction and support to excel towards standards.</p>
Subpriority E – AP Exam Passage Rate [“Not Applicable”]	
Subpriority F – College Preparedness/EAP [“Not Applicable”]	

State Priority #5 – Student Engagement The charter school will meet or exceed the same accountability standards as district schools regarding pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3))	
Subpriority A: School Attendance	
Annual Goals	Actions to Achieve Annual Goals
Students attend school on time, regularly and consistently.	<p>Deliver curriculum and instruction that is relevant, success oriented, and engaging so students want to be at school.</p> <p>Create such positive and powerful relationships between teachers, students and parents that any communication about an absence or tardy is immediate and welcomed.</p> <p>Looping students to create multi-year relationships between a student, their family, and their teacher, making it easier to identify and respond to reasons for absence.</p> <p>Community Council mentorship families will provide broader range support for engagement and intervention that will include multiple adults in addition to the child’s teacher and peer support.</p>
Subpriority B: Student Absenteeism Rates	
Annual Goals	Actions to Achieve Annual Goals

Students will come to school on time and will attend 95% or more of the time.	<p>RiC's daily attention to hierarchal Levels 1 (Physiological and Safety needs) and 2 (Love and Belonging Needs) by teachers.</p> <p>Teacher calls/visits home at the first sign of absentee patterns. Admin support for home contacts.</p>
Subpriority C – Middle School Drop Out Rate	
Annual Goals	Actions to Achieve Annual Goals
Ensure that all students are supported through their transition to high school.	<p>Provide targeted counseling and support for students on high school options and transition plans with a focus on most vulnerable youth.</p> <p>Extensive support systems and community partnerships to insure that if a child misses school repetitively, we can intervene with the appropriate resources as aligned with our attention to Maslow's basic needs framework. A potential middle school drop out will receive extensive interventions and follow-up counseling to prevent such action, including 1 on 1 support before school, after school, and in-school breaks.</p> <p>Site will work with local high schools to support transition by holding fairs and materials with families for 8th graders.</p> <p>Alignment with curriculum to OUSD in terms of readiness for 9th grade will continue to be an established part of curriculum content and mapping.</p> <p>Advisory classes for all 6th-8th graders to support future schooling, SEL/entrepreneurship curriculum, careers and future paths of interest</p>

State Priority #6 – School Climate

The charter school will meet the same accountability standards as district schools regarding school climate, as measured by all of the following, as applicable:

A. Pupil suspension rates

B. Pupil expulsion rates

C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Subpriority A: Pupil Suspension Rates

Annual Goals	Actions to Achieve Annual Goals
<p>The culture and climate at RiC will be consistently identified as positive and supportive of student growth by all major stakeholders.</p> <p>Pupil suspensions and expulsions will be minimal.</p>	<p>Students will be regularly reminded of larger responsibilities to themselves, their families, and the community via the consistent reciting and use of the Code of Code as a paragon of the Charter School culture.</p>

	<p>Hire and support teachers and community partners that build community and culturally responsive arts and athletic programs to insure high levels of engagement and health for students.</p> <p>Engage a robust group of community partners (see Board and partner letters as a sample) to ensure that the Charter School meets broad family and student needs.</p> <p>Social-Emotional Learning resources integrated throughout the instructional day.</p> <p>Only the most egregious violation – those that put students and/or the Charter School in physical danger or are mandated by state or federal law– will be considered grounds for suspension or expulsion. All other infractions will be handled with various levels of restorative justice and counseling.</p>
Subpriority B: Pupil Expulsion Rates	
Annual Goals	Actions to Achieve Annual Goals
Continue to maintain a pupil expulsion rate of less than 1%	Only the most egregious violation – those that put students and/or the school in physical danger or are mandated by state or federal law– will be considered grounds for suspension or expulsion. All other infractions will be handled with various levels of restorative justice and counseling.
Subpriority C – Other Measures	
Annual Goals	Actions to Achieve Annual Goals
<p>Staff will understand Restorative Justice, SEL and TEN priorities and programs and will support them consistently.</p> <p>Student referrals for behavior will be minimal.</p>	<p>Staff will receive extensive training and support to implement Restorative Justice, SEL and TEN through community partners (ISEED, RJOY, etc).</p> <p>Develop community partnerships to support all our families to secure the necessary resources so that every child we serve has a stable basic needs framework in place.</p> <p>Looping to enhance connected relationships and family involvement.</p> <p>Provide students with balanced, nutritious breakfast, lunch, and after-school meal options as well as daily access to structured and unstructured play</p> <p>Cross-grade opportunities will also deepen relationships and support structures among teachers allowing them to work collaboratively and support each other with students and families from across the Charter School community</p> <p>Emphasis on group projects and youth-led community-based research projects, will create a rigorous but collaborative academic environment where students will learn how to support each other across social and academic needs through their work together on the projects.</p>

State Priority #7— Course Access

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

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

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

Annual Goals	Actions to Achieve Annual Goals
All RiC students are enrolled in a broad course of study that puts them on a path to success in high school, college and career.	<p>All K-8 students will be engaged in the same highly motivating, relevant materials. All will be held to the same achievement standards with additional time and support to reach them.</p> <p>All students will have the cognitive, academic, and socio-cultural benefits of bilingualism.</p> <p>All students have access to core curricula.</p> <p>Students will participate in RSJ curriculum that supports a broader knowledge of history, including their own ethnic history.</p>

State Priority #8 – Other Student Outcomes

Pupil outcomes, if available, in the subject areas described above in #7, as applicable

Annual Goals	Actions to Achieve Annual Goals
•All RiC students will become proficient readers and writers of English and Spanish; proficient in mathematical skills and content; proficient in science concepts and scientific thinking; and proficient in history/social science practice and content.	<p>Individual learning plans (ILP) for each student designed as part of each teacher’s instructional plan, based on previous performance and adjusted as relationship develops, and agreed upon by student and family.</p> <p>Regular formative assessment processes that result in additional just-in-time interventions.</p> <p>Interim assessments that identify additional gaps followed by immediate before school/after school interventions.</p> <p>Extensive professional development on formative and interim/benchmark assessment and Response to Intervention processes to maximize interventions.</p> <p>Curriculum maps that include ELD standards and supports for struggling students.</p>

VIII. Plan for Academically High Achieving Students

RiC expects that all students will be high achieving in some aspect of their participation in the Charter School. RiC believes that it is important that students experience success early and often in school, but also believes that these successes must not be artificial. The Charter School is able to modify definitions of success in ways that are developmentally appropriate and appropriately rigorous across a wide spectrum of skills. In areas where students are excelling beyond the normal achievement band for their age level, our academic program allows RiC to push the bar higher on them so that students are always being challenged. The high number of adults at the Charter School, a result from our robust family engagement program, our teacher and school leader apprenticeship programs, and our various enrichment programs (music, arts, and athletics), allows students to excel in any number of venues. The Charter School's deep partnerships with some of the Bay Area's most prestigious universities will insure that RiC students have frequent and extensive access to clear pathways into post-secondary opportunities in their areas of greatest interest and success.

As veteran educators, we acknowledge that any two students might be coming to school with wide variances between them in their social and academic skills. RiC's response to the range of needs these students will have is built into the very essence of our instructional approach. RiC's community-responsive culture and emphasis on family engagement, as discussed previously as a key component of curriculum and instructional design, gives RiC ample opportunity to notify parents/guardians that their student is high-achieving. More importantly, RiC's approach of frequent family engagement allows parents to keep pace with their student's progress and achievements. RiC's deep investments in relationships with families and students, coupled with the collaborative professional culture of the Charter School and robust community and university partnerships, powerfully positions to meet the needs of a wide range of student needs and interests.

IX. Plan for Academically Low-Achieving Students

As evidenced by the aforementioned pedagogical strategies, RiC is aware that many of our students will arrive at the Roses in Concrete having had some challenges with their academic preparation. The G.R.O.W.T.H. team is a structure that brings together academic and behavioral support service providers at the school site in a regular weekly or bi-monthly meeting to provide identification, assessment, referral, support, and service coordination for students experiencing academic, attendance, behavior, social, or health problems that impact school success. These plans are student specific, taking into account a student's strengths, needs, weaknesses, and previous successful and failed support efforts. This kind of individualized documentation of learning growth and needs allows staff to collectively plan, implement, and evaluate strategies that are collectively designed and tracked for impact and modification. Moreover, because GROWTH plans are designed in partnership with the families, they allow for full transparency and partnership between the school and a child's family, ensuring that the Charter School is reinforcing its collective efforts to support every child in ways that are community responsive. GROWTH Plans will be regularly reviewed after quarterly comprehensive assessment periods to ensure that they are adjusting according to each student's progress. These plans will also be the guiding documents to support students as they transition on to the next looping team of teachers.

Roses in Concrete uses a Multi-Tiered System of Student Supports (“MTSS”), a framework that ensures that no matter where students are when they arrive, they will receive the necessary care and support to succeed. The first level of support is the provision of the high-level instruction on a daily basis in every program and every classroom in which they are involved. This high-quality instruction includes all the aforementioned levels of Maslow’s hierarchy of needs, and our 5Rs (see Vision, How Learning Best Occurs, and Instructional Approach), along with socially and academically appropriate materials to insure a healthy level of success, rigor, and challenge for students that are academically behind. The second level of support will come in the form of individualized 1-on-1 adult support for students that are struggling. This is made possible with local university partnerships, IA’s hired by the site, volunteers, and onsite intervention support staff. The third level of support comes in the form of peer coaching, via the Community Council Mentorship Family model where students in the upper grades will loop back with peers in lower grades to support their social and academic growth. Close attention is paid to the peer pairings for academically low achieving students to ensure that they are receiving access to peers that can support their growth in meaningful and accelerated ways that are complementary to the adult support they are already receiving. The fourth level of support shows up in the form of extended school days, both in the mornings and afternoons. For academically low-achieving students, these extra minutes will be used to provide small group (2-3 students) and 1 on 1 tutoring and supplementary learning opportunities from our teacher apprentices, university undergraduate tutors, and upper grade level peers. Over the course of the school year, these intervention levels will total up to 120 additional hours of academic support.

Intervention, Assessment, and Identification

Roses in Concrete’s focus is to provide support for all students who need support—regardless of the cause of academic or behavioral difficulty. Furthermore, RiC will plan and account for the inclusion of a wide range of learners, by providing researched-based instruction in the general curriculum. We honor different ways of reading, writing, perceiving, and moving through space as equally valid (Hehir, 2005; Reid & Valle, 2004). RiC adopts a “resumption of competence” rather than a deficit orientation (Biklen, 2005).

Identification of disabilities will only be used when other attempts have failed remedy a student’s behavioral or learning challenges and RiC staff members believe that a disability diagnoses could provide greater understanding of the student, (for the student, parents, and teachers) and that the identification of a possible disability could be used to directly improve student outcomes or upon parent request. RiC thinks carefully about the efficacy of labels and receipt of special education services that come to feel like a form of oppression. When students are asked, they share that when they are labeled, they feel robbed of the ‘energy and passion’ for learning (O’Connor in Rodis et. al, 2001)

Tiered Supports

RIC provides a full suite of supports for students with special needs. At the core of the program is MTSS. The Director of Special Education assists teachers to integrate Special Education supports into this larger Tiered Support Framework as well as the larger schoolwide assessment framework. The schoolwide assessment framework, described in

Element 3 of this charter, is a comprehensive assessment program that regularly assesses students using a variety of tools to track progress across grade levels and disciplines.

The GROWTH Team utilizes data from this assessment framework to monitor student growth, and any lack of progress is flagged immediately. The GROWTH Team is composed of administrators, interventionists, and resource specialists. Through the Tiered Support Framework, teachers are coached and supported in developing both behavioral and academic intervention plans for their students. This support is provided through coaching meetings with the Principal and lead teachers. Students not making adequate progress through the in-class Tier 1 interventions will receive either a revised Tier 1 intervention plan or more intensive supports called Tier 2 services. Should the team observe evidence that a child may be eligible for special education and related services after Tier 1 and Tier 2 interventions have failed to remedy the student's academic or behavioral challenges, the team submits a referral for special education assessment to the Resource Specialist who will develop an assessment plan if appropriate.

X. Plan for Students with Disabilities

A. Overview

Core to Roses in Concrete's vision and purpose is inclusive education for students from diverse backgrounds. Research-based, culturally and linguistically sensitive practices will be utilized to promote positive academic, behavioral, and social outcomes for students with a wide range of abilities and disabilities. We take a stand against all forms of segregation and marginalization, whether based on racism or ableism or any other-ism (Ferri & Connor, 2006). This requires that RiC take responsibility for all students and reject deficit models of disability and ethnocentric views of culture, ethnicity, and race.

Roses in Concrete Community School makes the following assurances:

- **Free and Appropriate Public Education** – RiC will ensure that a free and appropriate public education ("FAPE") shall be provided to all enrolled students including children with disabilities. No assessment or evaluation will be used for admissions purposes. No student will be denied admission to the Charter School because he or she needs special education or related services.
- **Full Educational Opportunity** – RiC will ensure that all students with disabilities have access to the full range of programs available to non-disabled students.
- **Least Restrictive Environment** – RiC will ensure that students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed through the use of supplementary aids and services in the general education environment in accordance with each student's IEP.
- **Individualized Education Program** – RiC will assure that an Individualized Education Program is developed, reviewed and revised for each eligible student. The Charter School will ensure that all students are appropriately placed in the least

restrictive environment and that the services, accommodations, and modifications in each student's IEP are provided.

- **Assessments** – RiC will ensure that, for each student with an IEP, an IEP review shall be conducted on, at a minimum, an annual basis. In addition, a reassessment shall be conducted at least once every three years, in accordance with the IDEA, and more often if conditions warrant or if requested by the student's parents or teachers. Parents will receive reports on their individual student's progress toward IEP goals and progress at IEP meeting and student-led conferences at least four times per year.
- **Confidentiality and Procedural Safeguards** – RiC will ensure that the confidentiality of identifiable data is protected at the collection, storage, disclosure and destruction stages. In addition, students and their parents shall be provided with a copy of written procedural safeguards processes and notified of the provisions for a free appropriate public education during the identification, evaluation and placement.
- **Personnel Standards** – RiC will attract, recruit and hire appropriately trained and credentialed personnel to provide special education and related services to children with disabilities pursuant to the child's IEP.
- **State Assessments** – RiC will ensure that students with disabilities, whether identified under the IDEA or Section 504, are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate. These assessments include, but are not limited to, the Smarter Balanced Assessment Consortium ("SBAC") and California Science Test.
- **Child Find** – RiC will assure that all students with disabilities are identified in accordance with the policies and procedures of the El Dorado County Charter Special Education Local Plan Area ("SELPA").

B. State and Federal Law

RIC recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment. RIC will not discriminate against any pupil with a disability in the admissions process or any other aspect of operation. The Charter School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights laws enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

C. SELPA

RIC pledges to work in cooperation with its SELPA to ensure that a free and appropriate public education is provided to all students with exceptional needs. California law gives charter schools various options on how to deliver special education and related services. Charter schools may choose to operate either as (1) a school of the chartering authority, or (2) an independent local education agency ("LEA") member of a SELPA. The Charter School shall be its own local education agency pursuant to Education Code Section 47641(a). RIC is currently a member of the El Dorado County Charter SELPA. Finally, RiC retains the Charter

School's right to operate as a school of the District for purposes of special education. In this case, a Memorandum of Understanding ("MOU") or similar would be developed between the Charter School and the District to memorialize this relationship.

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

Roses in Concrete will adhere to the provisions of the IDEA and State special education laws and regulations to assure that all students with disabilities are accorded a FAPE. RiC will also ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment. RiC complies with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office for Civil Rights mandates for students enrolled in Roses in Concrete.

Roses in Concrete is committed to maintaining high expectations for all students and will ensure all receive a free and appropriate public education in the least restrictive environment. Our education program is designed to meet the academic and behavioral needs of all students, including those with learning differences and disabilities.

D. Referral for Assessment

A student shall be referred for special education and related services only after the resources of the general education program have been considered and, where appropriate, utilized. The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Through the GROWTH process, a student may be referred for assessment to determine eligibility for special education and related services.

Parents have the right to request in writing that their child be assessed to determine eligibility for special education services. Any such referrals will be responded to in writing by the Charter School within 15 days. RiC will notify the SELPA of the assessment request within 5 days of receipt

If RiC concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 days. Parents will be informed via the Resource Specialist that special education and related services are provided at no cost to them. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.

E. Assessment Process

The Resource Specialist will be responsible for gathering all pertinent information and sharing such information with RiC. Information gathered will be used as tools to determine the student's disability, eligibility for services, and the nature and extent of required services.

Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for special education and related services may include, but not be limited to:

- Standardized Individual Assessment;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

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

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

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

F. Development and Implementation of IEP

Every student who is assessed by the Charter School will have an IEP that documents assessment results and eligibility determination for special education and related services.

The Charter School will ensure that all aspects of the IEP and school site implementation of the IEP are maintained. The Charter School will provide modifications and accommodations (consistent with each individual's IEP) in the general education environment taught by the general education teacher. Students at the Charter School who have IEPs will be served in the Least Restrictive Environment ("LRE"). Each student who has an IEP will have an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate;
- The Principal;
- The Director of Special Education;
- At least one special education teacher;
- A general education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;
- Others familiar with the student may be invited as needed.

The Charter School views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The Charter School will provide an interpreter if necessary, to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the Charter School will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home. A copy of the IEP will be given to the parent in accordance with state laws and SELPA policies. In cooperation with the parent or guardian, the IEP will be implemented by the Charter School, in cooperation with the SELPA.

Upon the parent or guardian's written consent, the IEP will be implemented by the Charter School. The IEP will include all required components and be written on SELPA forms.

The student's IEP will be written on SELPA forms and will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where and when they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;

- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments; and

IEP meetings will be held according to the following schedule:

- Annually, to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan ("ITP") is required at the appropriate age;
- When the Charter School seeks to suspend or remove the student for a period of more than 10 days for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

G. IEP Review Process & Reporting

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress and continued eligibility. If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Charter School. Once the request is received, the Charter School will have thirty days to hold the IEP meeting.

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

In addition, the Charter School shall comply with the SELPA Local Plan. It is RIC's understanding that it shall represent itself at all SELPA meetings. The Charter School understands that it will be subject to the Allocation Plan of the SELPA. The Principal and the Special Education lead from Seneca Family of Agencies (RIC's current contractor for special education and related services) will work together to manage the budget and contract for appropriate services, take responsibility for meeting the special education compliance and quality requirements, and ensure confidentiality and accurate and timely reporting.

H. Professional Development for All Staff

Special education teachers and other team members will participate in the professional development opportunities provided by the SELPA. This will help to build the capacity of the special education staff in the areas of promising instructional practices, compliance with state and federal statutes, reporting requirements and use of instructional data. In addition, all staff members will be provided a personalized professional learning plan that will identify high leverage areas to build capacity, along with specific activities and strategies for developing in these areas. In addition, special education teachers will receive training to ensure they have research-based instructional strategies specific to supporting special education students – strategies may include, but will not necessarily be limited to, the Slingerland Approach, or Linda Mood Bell, Wilson Reading, Orton-Gillingham, or Davis Math. This is to ensure that all students receive the targeted academic interventions as well as the interventions specific to supporting their disabilities.

I. Staffing

RIC is committed to assuring all IEPs are properly implemented and all students supported. Toward that end, all special education services at the Charter School will be delivered by individuals or nonpublic agencies qualified to provide special education and related services as required by the Education Code and the IDEA. The Charter School may contract with third-party providers to provide targeted services. The Principal will be responsible for the selection, training and supervision of staff necessary to provide services to students.

J. Due Process, Procedural Safeguards, & Reporting

RiC may initiate a due process hearing or request for mediation with respect to a student with special needs enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parent/guardian file for a due process hearing or requests mediation, RiC shall defend the case. In either situation, RiC will be responsible for the cost of such representation and the outcome.

RiC will work closely with SELPA staff to ensure a student's procedural safeguards are implemented and to resolve problems and concerns at the lowest possible level. The Charter School will acquire parental written consent and ensure parental participation.

RiC will collect and maintain information required by IDEA including, but not limited to: age, grade, type of disability, EL status, number of students receiving services, number of students receiving and the types of test modifications and exemptions, settings of service, suspension data, and reasons for exiting if applicable.

K. Section 504 of the Rehabilitation Act

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

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team 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 IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team 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.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

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

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. In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student 504 Plan.

The Principal 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, needed modifications to the plan, and continued eligibility.

Roses in Concrete will support all special education students in compliance with state and federal laws. No student will be denied admission because of need of special education services.

XI. Plan for English Learners/Emerging Bilingual Students

RiC upholds the same rigorous academic and behavioral expectations for every Roses in Concrete student, regardless of native language. The Charter School has decided to implement a two-way dual language immersion program because it is the most successful, research-based instructional program in meeting the specific needs of English Learners (“ELs”), who we refer to as *Emerging Bilingual Learners* (“EBL”).

Roses in Concrete will meet all legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification of parents, student identification, EL and core content instruction, teacher qualifications, reclassification to fluent English proficient status, monitoring, training, and standardized test requirements. Roses in Concrete will meet all requirements of federal and state law relative to equal access to the curriculum for ELs. RiC will exercise the autonomies afforded by Education Code 47610, as it establishes methodologies and practices, all within the law, that may be different from those of the school district in which it operates.

Supporting Emerging Bilingual Learners requires that RiC implement an asset-based instructional approach (Fuentes, 2013) designed to ensure accelerated and effective acquisition of academic English in alignment with the Charter School’s mission of high school and college preparation as defined by the State Standards. Dual language immersion is an asset based approach that operates under the framework of additive bilingualism (Garcia et al, 2011) It requires that the Charter School respect and value the culture and home language of its students (Howard, Sugarman, Christian, Lindholm-Leary, & Rogers, 2007, Rogoff, 2003). In order to reach the dual goals of English and Spanish literacy the Charter School provide a developmentally appropriate and highly structured approach to teaching language across all core academic classes (Walqui, 2013). RiC values students’ bilingual capacity as a true asset, an admirable and important skill for the present and for their future educational and leadership goals.

Roses in Concrete employs evidence-based practices that enhance the academic engagement and learning of our Emerging Bilingual Learners. Students will actively construct understandings within a social and cultural context (Greenfield, 2009), build new knowledge on what they already know (Bransford, Brown, & Cocking, 2000; Vygotsky, 1978), and develop the metacognitive skills necessary to regulate their own learning (Bruner, 1985; Rogoff, 1998, 2003; Vygotsky, 1978). All EBLs, regardless of their socioeconomic or cultural background, bring to school immense resources and a range of learning skills that need to

be appreciated and built upon. In other words, the cultural backgrounds of RiC students, as well as their social foundations of learning, are important. The prior knowledge on which students build new learning is culturally shaped (Greenfield, 2009; Heath, 1983; Rogoff, 2003) and will be respected. This includes ideas about social roles in the classroom, the role of schooling, and how to use language in the learning process (Bransford et al., 2000).

A. Student Identification

Roses in Concrete will serve its Emerging Bilingual Learners in accordance with all applicable state and federal laws and regulations. The Charter School shall adhere to the following plan with Emerging Bilingual students:

- Upon enrollment into the Charter School, parents will complete a survey (available in the language(s) spoken by the parents) indicating languages spoken in the home.
- Within 30 calendar days of enrollment RiC will assess the English proficiency of all students who do not have a previous EL classification in the State of California and whose primary home language is not be English using the English Language Proficiency Assessments for California (“ELPAC”) Initial Assessment (“IA”).
- The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.
- Families will receive notification of how their child’s ELPAC results and initial language designation within 30 days of receipt of these results, as well as information on how their child’s learning needs are being addressed by the Charter School.
- Each Roses in Concrete family will be connected with a staff liaison with fluency in the home language. In addition to reaching out to the family to establish a friendly point of contact and for regular feedback, the staff member will provide explanation and support for completion of the Home Language Survey; provide literature in the student’s home language that explains RiC’s plan for meeting the specialized need of Emerging Bilingual Learners; and explain all assessments, including ELPAC levels.

RiC reports the number of Emerging Bilingual Learners attending the Charter School to the District and the State. In compliance with OCR, upon enrollment at Roses in Concrete, if a parent affirms on the Home Language Survey that the child learned first to speak a language other than English, that the child currently speaks a language other than English, or that a language other than English is spoken in the home, the child will be classified as having a primary home language other than English.

B. Implementation of Dual Language Immersion

All EBLs will learn with all other students in the regular classroom setting during instructional time. As part of RiC’s dual language immersion model, Emerging Bilingual Learners will benefit from a variety of Sheltered Instructional (Specially Designed Academic Instruction in English (“SDAIE”) practices across content in both English and Spanish. This will ensure that students develop their language proficiency while simultaneously working towards State Standards. Making meaning of academic language – as with any language – requires drawing on relevant background knowledge and previous participation in

discourse, a process Aukerman calls “situating that language vis-à-vis other experiences and what others have said” (Aukerman, 2006, p. 631). This contextualization serves as a gatekeeping mechanism and obscures meaning when students cannot draw upon this shared context.

For Grades K-5, RiC will implement a 50/50 two-way dual language immersion model. This will enable each student to have two teachers: an English-Speaking teacher and a Spanish-speaking teacher that collaborate at each grade level. Teachers will have built in weekly collaboration time every Wednesday (see minimum day schedule) as well as opportunities to be released for peer observation on a regular basis. This collaboration will promote maximum transferability of content and skills across language. All teaching staff will also be trained in instructional strategies that support language acquisition, such as “cooperative learning, hands-on activities, thematic units, separation of languages, and sheltered instruction” (Howard et al., 2003, p. 5).

Language arts and other subjects will integrate specific strategies to promote vocabulary acquisition, oral language development, reading comprehension, and writing production. RiC does not intend to adopt a singular English Language Development program, rather it will accelerate its Emerging Bilingual Learners’ acquisition of English through a balanced literacy approach, focus on vocabulary development, implementation of the targeted instructional strategies delineated below, and training for teachers in the most effective practices of SDAIE all within a safe, structured, supportive school environment. Thus effective instruction involves the integrated learning of concepts and language through meaningful experiences in conjunction with scaffolding by teachers and peers of the features of academic language, both spoken and written, that are needed to construe meaning (Heritage, Silva & Pierce, 2007; van Lier, 2004;). Teachers will understand the ELD and SLD standards for the proficiency levels they serve and will use cross-walk documents to align their State Standard content instruction with ELD and SLD strategies.

Instruction in the four core academic subjects of English and Spanish language arts, mathematics, science, and social studies will be delivered by teachers who hold a Cross-cultural, Language and Academic Development (“CLAD”) Certificate or a Bilingual, Cross-cultural, Language and Academic Development (“BCLAD”) Certificate. RiC will work to recruit and hire teachers who are bilingual in English and Spanish to ensure accurate assessment of students’ language and literacy skills, appropriate academic support, and effective communication with parents.

The Charter School will implement the proven strategies to support success of all Emerging Bilingual Learners including: screening and monitoring progress, providing reading interventions, teaching vocabulary, developing academic English, and supporting peer communication.

1. Screen and monitor progress

The federal recommendation for EL students is an effective program of well-developed assessments to identify student needs. RiC assesses student progress frequently and use the results of the assessments to drive overall instruction of as well as identify students

in need of individual intervention. In addition, RiC will ensure that assessment tasks are appropriate to students assessed language development and that enough time to complete tasks is provided. On-the-spot formative, appropriate feedback, rubrics and models to guide students' self-assessment; guided reading, completing chapter pre-reading guides, reciprocal teaching, double entry journals, learning logs/journals, quick-writes, vocabulary journals, vocabulary cards word webs, interactive editing, cloze paragraphs understanding, dictations, subject-specific journals and regalia usage will all stand as authentic assessments to guide on-going interventions.

2. Provide reading interventions

Recognizing that Emerging Bilingual Learners are often at risk for reading problems, the strongest programs respond quickly to the results of formative assessments by offering small group reading intervention for struggling readers that augments the core reading program. By looking at reading assessment data and language proficiency levels side by side in English and Spanish, RiC is able to determine the appropriate interventions for both language and literacy for Emerging Bilingual Learners. RiC provides these interventions during daily literacy blocks during the regular school day and provide additional support as needed and appropriate during other core blocks. Reading intervention will be provided in Spanish when Spanish is the student's dominant language.

3. Teach vocabulary

One of the most critical components in language acquisition is vocabulary development. In order to be able to read and understand grade-appropriate material, students are taught vocabulary through formal instruction as Emerging Bilingual Learners as through authentic use in language-rich settings in and out of the classroom, across subject areas. Roses in Concrete classrooms provide formal vocabulary instruction using essential word lists and words in context.

4. Develop academic English

For EBLs to achieve academic success, it is imperative for them to develop cognitive academic language proficiency ("CALP"), and not simply the basic interpersonal communication skills ("BICS") of social language. CALP includes not only the content area vocabulary specific to academic subjects, but also the sophisticated use of language necessary to carry out higher-order academic tasks such as comparing, synthesizing, and inferring. At Roses in Concrete, vocabulary development is integrated into all subjects and includes application to higher-order academic tasks. Teachers collaborate at each grade level to align academic language instruction across language and maximize transferability.

5. Peer communication

Throughout the instructional day, students have the opportunity to work in partners and small cooperative groups, which, when facilitated effectively each day, provide a significant cumulative increase in authentic language practice. Furthermore, English language development sessions during daily Academic Support time will utilize

structured oral response, role-play, pair-share, and conversation techniques to provide speaking practice and authentic application of language.

C. Strategies and Practices for English Learners:

In order to address the needs of the Emerging Bilingual Learner population, curriculum will incorporate strategies to address the needs that will include (Schleppegrell & Colombi, 2002):

- Use of Realia
- Recasting and Ballparking techniques
- Total Physical Response (“TPR”) and the use of gestures
- Communication Guides and Sentence Frames/Starters
- Various Thinking Maps and Graphic Organizers
- Pre-Teach lessons to front load content
- Pair Sharing with others both heterogeneously and by ability grouping
- Visual Dictionaries and Cues
- Guided Language Acquisition Design (“GLAD”) and SDAIE

Culturally Responsive and Relevant Pedagogical strategies will be implemented and infused into the curriculum to address the needs of Emerging Bilingual Learners. Effective instruction involves the integrated learning of concepts and language through meaningful experiences in conjunction with scaffolding by teachers and peers of the features of academic language, both spoken and written, that are needed to construe meaning (Heritage, Silva & Pierce, 2007; van Lier, 2004;). Other examples include:

- Incorporating Academic English Mastery Program strategies
- Developing “Personal Thesaurus”
- Use of Realia/TPR
- Use of Contrastive Analysis techniques and T-Charts

D. Assessment, Monitoring, and Exit or Re-designation Criteria for Students

RiC will comply with all applicable state and federal laws in regard to the testing and service requirements for Emerging Bilingual students. Students who are identified as Emerging Bilingual will take the ELPAC Summative Assessment (“SA”) annually to determine growth in English language proficiency until they are reclassified. In accordance with the guidance from the State Board of Education, there are four components to reclassification: the ELPAC, an academic measure, teacher recommendation and parent consent. RiC will follow the ELPAC Language Classification process as summarized in Figure 1.8 to determine eligibility for reclassification. Should the State Board of Education change its tool and recommendations for reclassification during the term of this charter, RiC will adopt the state tool and recommendations and this change will not be considered a material change of the charter.

Figure 1.8 Reclassification Criteria

State Requirement	Measure	Threshold
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Assessment of English Language Proficiency	ELPAC	4 Overall <ul style="list-style-type: none"> No sub scores of 1
Comparison of Student Performance with English Proficient Students	SBAC ELA (tested grades) or NWEA Measures of Academic Progress ("MAP")	Met or Exceeded Standards At Grade Level Benchmark Above 50th percentile
Teacher Evaluation	English Grade	Meeting
Parent Opinion and Consultation	Parent Notification Letter	Notice to parents or guardians and parent's or guardian's opportunity to participate in the reclassification process.

E. Metrics for Progress of Emerging Bilingual Learners

RiC monitors the progress of Emerging Bilingual Students in the following ways:

- Teachers pay close attention to emergent language and content learning during the ongoing course of instruction so that they can adapt their teaching to keep student learning moving forward. RiC teachers integrate assessment into the processes of teaching and learning to have the information they need to engage in contingent learning. (Walqui. 2013)
- Emerging Bilingual Learners are making strong academic progress as measured by school-based interim assessments.
- Emerging Bilingual Learners are classified as proficient in English in three years or less.
- Emerging Bilingual Learners are proficient in English Language Arts as evidenced by proficiency on state and other standardized exams.
- Emerging bilingual Learners are meeting promotion standards to advance from grade level to grade level, evidencing mastery of foundational skills and core subjects on par with native English-speaking students. If students are not making sufficient academic progress as indicated through ELPAC results and the above data, RiC will modify the Emerging Bilingual Learner program as needed based on the latest research in the field.
- In addition, Emerging Bilingual Learners who do not make the minimum expected growth of one EL level per year may be referred to the GROWTH process. Parents, teachers and administrators may also refer an Emerging Bilingual Learners to the GROWTH process.

F. English Learner Advisory Committee

Roses in Concrete has an active English Learner Advisory Committee (“ELAC”). In addition to being engaged in all aspects of the Emerging Bilingual Learner program, including data analysis, methodology, assessments and interventions for their children, they will also be key players in the Teaching Excellence Network.

ELEMENT 2: MEASURABLE PUPIL OUTCOMES

1. Pupil Outcome Goals: Increases in Academic Achievement by Subgroup

DRL: "In accordance with Education Code section 47607(b)(5)(B), Roses in Concrete pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in 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.

Roses in Concrete's pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in 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:"

Roses in Concrete MPOs
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 four percent or achieve a level of 75 percent.
By the end of the charter term, for each statistically significant student group (Latino, Low-Income, African American, EL), increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least four percent or achieve a level of 75 percent.
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 four percent or achieve a level of 75 percent.
By the end of the charter term, for each statistically significant student group, (Latino, African American, EL, Low-Income) increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least four percent or achieve a level of 75 percent.
Each year, the percent of students who are high achieving or high growth on the Reading portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met.
Each year, for each statistically significant student groups (Latino, Low Income, EL, African American), the percentage of students who are high achieving or high growth on the Reading portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met.
By the end of the charter term, increase the percentage of English Learners meet the English Learner progress indicator criteria as defined by the California state dashboard by at least four percent or until a level of 75% is met.
Each year, have less than 5 percent of students absent more than 10% of the school days (chronic absence).
Each year, for each statistically significant student group (Latino, Low-Income, EL, African American) have less than 5 percent of students absent more than 10% of the school days (chronic absence).
Each year, at least 70% percent of both students and families positively rate school safety.

Each year, at least 70% percent of both students and families positively rate academic instruction.
Each year, at least 70% percent of both students and families positively rate their voice in school decision-making and/or opportunity for feedback.

2. Application of Education Code section 47607.3

DRL: "Under Education Code section 47607.3, if RiC 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."*

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 charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all 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 paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(b)(5)(B).*

Pursuant to Education Code Section 47605(b)(5)(B), Roses in Concrete has established measurable pupil outcomes that align with the State Priorities and address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the Charter School. .

Roses in Concrete's student outcomes are designed to align with its mission, vision, curriculum and assessments, and our definition of an educated person in the 21st century as discussed in *Element 1*, as well as the State Standards. RiC has created the following goals and measurable pupil outcomes to ensure that it meets its mission and federal and state goals for all subgroups attending the Charter School. Charter School staff will continuously examine and refine the Charter School's outcomes to reflect its mission and any changes to state or local standards that support the Charter School's vision and mission.

State Priority #2 Implementation of Common Core Standards

The charter school will meet or exceed the same accountability standards as district schools regarding the Implementation of State Standards (including CCSS and ELD), including how EL students will be enabled to gain academic content knowledge and English language proficiency.

Subpriority A: CCSS Implementation

Annual Goals to achieve Priority 2A.	Measurable Pupil Outcomes
The RiC curriculum will be aligned State Standards.	<ul style="list-style-type: none">• By the end of the charter term, increase the percentage of students scoring level 3 or level 4 on the ELA and Math portion of the SBAC by at least four percent or achieve a level of 75 percent standards met and exceeded.• 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 ELA and Math portion of the SBAC by at least four percent or achieve a level of 75 percent standards met and exceeded.• Each cohort of students will improve their average Distance from 3 (Df3) scores on ELA SBAC by 5 points per year.

Subpriority B: EL Students & Academic Content Knowledge

Annual Goals to achieve Priority 2B	Measurable Pupil Outcomes
All curriculum and instruction will be designed to support English Learners and other subgroups who experience difficulties with the curriculum.	<ul style="list-style-type: none">• By the end of the charter term, the percent of EL students scoring level 3 or level 4 on the ELA & Math portion of the SBAC by at least four percent or achieve a level of 75 percent standards met and exceeded.

Subpriority C: EL Students & English Language Development

Annual Goals to achieve Priority 2C	Measurable Pupil Outcomes
Each cohort of English Learners will progress by at least one level annually in	<ul style="list-style-type: none">• By the end of the charter term, increase the percentage of English Learners meet

English Language Development proficiency level as measured by the ELPAC.	the English Learner progress indicator criteria as defined by the California state dashboard by at least four percent or until a level of 75% is met.
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State Priority #3— Parental Involvement and Family Engagement

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input making decisions for the Charter School, and including how the Charter School will promote parent participation in programs for unduplicated pupils and individuals with exceptional needs.

Subpriority A: Achieving and Maintaining Parent Involvement

Annual Goals to achieve Priority 3A	Measurable Pupil Outcomes
<p>Parents participate in the TEN feedback process at all levels knowing that family engagement is central to the mission of RiC.</p> <p>RiC parents consider themselves as central to the success of their students and the Charter School.</p> <p>Parents input regularly queried and used about how the Charter School is meeting the needs of their children and how staff can be more responsive to those needs.</p>	<ul style="list-style-type: none"> 50% or more parents will complete the TEN Survey Annually.

Subpriority B: Promoting Parent Participation

Annual Goals to achieve Priority 3B	Measurable Pupil Outcomes
<p>RiC families will participate in a wide range of school activities.</p> <p>Parents/family members will be active members of leadership teams (i.e. Board of Directors, Shared Governance Council).</p>	<ul style="list-style-type: none"> 95% of parents will attend at least one parent engagement event or student led conference. Board composition of parents maintains 50% or higher.

Subpriority C – Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs

Annual Goals to achieve Priority 2C	Measurable Pupil Outcomes
RiC families of unduplicated students and special education students will have access to and participate in school activities.	

State Priority #4 – Student Achievement

The charter school will meet or exceed the same accountability standards as district schools for pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment

<p><i>B.</i> Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education [NOT APPLICABLE]</p> <p><i>C.</i> Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessment for California</p> <p><i>D.</i> EL reclassification rate</p> <p><i>E.</i> Percentage of pupils who have passed an AP exam with a score of 3 or higher [NOT APPLICABLE]</p> <p><i>F.</i> Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness [NOT APPLICABLE]</p>	
Subpriority A – CAASPP	
Annual Goals to achieve Priority 4A.	Measurable Pupil Outcomes
<p>Students will be proficient speakers, readers and writers of the English language.</p> <p>Students will be proficient in mathematical skills and content.</p> <p>Students will be proficient in science skills and content.</p> <p>Students will be proficient in history, social science and Ethnic Studies skills and content.</p>	<ul style="list-style-type: none"> By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA & Math portion of the SBAC by at least four percent or achieve a level of 75 percent standards met and exceeded. 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 ELA & Math portion of the SBAC by at least four percent or achieve a level of 75 percent standards met and exceeded. By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the CAST by at least four percent or achieve a level of 75 percent standards met and exceeded. Annually, 75% of students successfully complete one social action project/performance/demonstration as measured by classroom rubrics.
Subpriority B – UC/CSU Course Requirements (or CTE) [“Not Applicable”]	
Subpriority C – EL Proficiency Rates	
Annual Goals to achieve Priority 4C	Measurable Pupil Outcomes

Each cohort of English Learners will progress by at least one level annually in English Language Development proficiency level as measured by the ELPAC.	<ul style="list-style-type: none"> Each cohort of English Learners will progress by at least one level annually in English Language Development proficiency level as measured by the ELPAC.
Subpriority D – EL Reclassification Rates	
Annual Goals to achieve Priority 4D	Measurable Pupil Outcomes
Each cohort of English Learners will progress by at least one level annually in English Language Development proficiency level as measured by the ELPAC.	<ul style="list-style-type: none"> 75% of EL Students will reclassify within 5 years of entering the school.
Subpriority E – AP Exam Passage Rate [“Not Applicable”]	
Subpriority F – College Preparedness/EAP [“Not Applicable”]	

State Priority #5 – Student Engagement

The charter school will meet or exceed the same accountability standards as district schools regarding pupil engagement, as measured by all of the following, as applicable:

- A. School attendance rates
- B. Chronic absenteeism rates
- C. Middle school dropout rates (EC §52052.1(a)(3))

Subpriority A: School Attendance	
Annual Goals to achieve Priority 5A.	Measurable Pupil Outcomes
Students attend school on time, regularly, and consistently.	<ul style="list-style-type: none"> Each year decrease by 1% percentage of students absent more than 10% of the school days (chronic absence). Each year, for each numerically significant student subgroup, decrease by 1% percentage of students absent more than 10% of the school days (chronic absence).
Subpriority B: Student Absenteeism Rates	
Annual Goals to achieve Priority 5B	Measurable Pupil Outcomes
Students will come to school on time and will attend 95% or more of the time.	<ul style="list-style-type: none"> Each year decrease by 1% percentage of students absent more than 10% of the school days (chronic absence).

	<ul style="list-style-type: none"> Each year, for each numerically significant student subgroup, , decrease by 1% percentage of students absent more than 10% of the school days (chronic absence).
Subpriority C – Middle School Drop Out Rate	
Annual Goals to achieve Priority 5C	Measurable Pupil Outcomes
Ensure that all students are supported through their transition to high school.	<ul style="list-style-type: none"> 100% of RiC eighth graders matriculate to high school.

State Priority #6 – School Climate

The charter school will meet the same accountability standards as district schools regarding school climate, as measured by all of the following, as applicable:

A. Pupil suspension rates

B. Pupil expulsion rates

C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Subpriority A: Pupil Suspension Rates

Annual Goals to achieve Priority 6A.	Measurable Pupil Outcomes
<p>The culture and climate at RiC will be consistently identified as positive and supportive of student growth by all major stakeholders.</p> <p>Pupil suspensions and expulsions will be minimal.</p>	<ul style="list-style-type: none"> Decrease suspension rate by 1% annual or achieve a suspension rate of less than 5% for all students and each subgroup.

Subpriority B: Pupil Expulsion Rates

Annual Goals to achieve Priority 6B	Measurable Pupil Outcomes
Pupil suspensions and expulsions will be minimal.	<ul style="list-style-type: none"> Continue to maintain a pupil expulsion rate of less than 1%

Subpriority C – Other Measures

Annual Goals to achieve Priority 6C	Measurable Pupil Outcomes
<ul style="list-style-type: none"> Staff will understand Restorative Justice, SEL and TEN priorities and programs and will support them consistently. Student referrals for behavior will be minimal. 	<ul style="list-style-type: none"> Decrease suspension rate by 1% annual or achieve a suspension rate of less than 5% for all students and each subgroup.

State Priority #7— Course Access

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

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

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

Annual Goals to achieve Priority 7	Measurable Pupil Outcomes
All RiC students are enrolled in a broad course of study that puts them on a path to success in high school, college and career.	100% of students at RiC participate in full range of elective courses including VPA and PE.

State Priority #8 – Other Student Outcomes

Pupil outcomes, if available, in the subject areas described above in #7, as applicable

Annual Goals to achieve Priority 8	Measurable Pupil Outcomes
•All RiC students will become proficient readers and writers of English and Spanish; proficient in mathematical skills and content; proficient in science concepts and scientific thinking; and proficient in history/social science practice and content.	Students will rank Relevance, Rigor and Relationships above 8.5 on TEN Survey Annually.

ELEMENT 3: METHODS OF STUDENT ASSESSMENT

1. Statewide Testing

DRL: “Pursuant to the implementation of California’s Common Core and the California Assessment of Student Performance and Progress (CAASPP) System, RiC will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.”

DRL: “If RiC does not test with the District, RiC 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 RiC to the District no later than September 1 of each year.”

I. **Approach to Assessment**

Roses in Concrete implements a comprehensive assessment system to measure and track student mastery of grade-level content standards and requisite skills in each subject area. As constructivist educators, we believe that assessment should be used as a tool to enhance both the student's learning and the teacher's understanding of the student's current understanding (Brooks and Brooks, 1993). RiC assessments will not be used as an accountability tool that makes some students feel good about themselves and causes others to give up. We will use methods that either allow us to engage in dialogue with the learner or give us opportunities to observe a student as he or she develops knowledge (Wilson, Teslow, & Osman-Jouchoux as cited in Skaalid, n.d.; Holt & Willard-Holt, 2000). Baseline assessments, mind mapping, portfolios, checklists, investigative projects, paper and pencil tests, and performance tasks will also be used to evaluate work in a constructivist frame (Badders, 2000).

At RiC we use several kinds for assessment to support all learners in growing and achieving towards the outcomes described in Element 2.

Initial Diagnostic Assessments

At the onset of the academic school year we conduct individual student pre-assessments to determine students’ language proficiency in English and Spanish, reading level and math proficiency. Initial student levels provide data against which we can measure student growth over the course of the school year. In addition, this data will be formative in nature, providing information that will help us determine pacing, make curricular choices, and ensure that we are strategic in our efforts to move all students to grade level proficiency and mastery by the end of the school year. We use a range of tools including NWEA Measures of Academic Progress, American Reading Company Assessments, and teacher generated assessments.

Interim Assessments

Assessments will be used as instructional as well as evaluative tools. We conduct a variety of assessments throughout the academic year to inform teachers about student learning which directly impacts teacher decision-making. We conduct CCSS standards-based assessments of student progress in English language arts and mathematics using MAP assessments which are designed to be given three times a year to evaluate a pupil's knowledge and skills relative to a specific grade level standards. Spanish Language Arts, Science and History/Social Science assessments are aligned with the Common Core State Standards, the Next Generation Science Standards, and The California State Standards for History and Social Sciences as benchmark measures.

Formative Classroom Assessments.

Formative assessment processes are among the most powerful learning strategies identified by research to date. Research suggests that attention to the use of assessment to inform instruction, particularly at the classroom level, in many cases effectively doubles the speed of student learning. (Black and William, 2012)., An assessment functions formatively to the extent that evidence about student achievement is elicited, interpreted, and used by teachers, learners, or their peers to make decisions about the next steps in instruction that are likely to be better, or better founded, than the decisions they would have made in the absence of that evidence. RiC teachers will administer and utilize assessment data daily/weekly through just- in-time tools such as exit/admit tickets, quizzes, writing prompt, problem of the day, performance task, presentation, questions, learning/response logs, graphic organizers, peer/self-assessments, visual representations, kinesthetic assessments, individual whiteboards, four corners, and think-pair-share.

State Mandated Testing

Roses in Concrete shall adhere to all state testing requirements. As established in the previous section, Roses in Concrete will be utilizing diverse assessments that are aligned with the curriculum and instructional program, compliant with state expectations.

RiC administers annual state mandated assessments as required under Education Code Section 60605, including but not limited to the SBAC, CAST, ELPAC and PFT. The Smarter Balanced Assessments in English Language Arts and Mathematics will be administered to students in grades three through eight in the spring of each year and CAST in science in grades 5 and 8 to measure students' mastery of grade-level standards and to assess annual progress in meeting Common Core State Standards.

The chart below provides detailed overview of the assessment tools, timelines, and minimum performance levels required to demonstrate mastery of standards and progress toward the outcomes delineated in Element 2 of this charter.

ENGLISH LANGUAGE ARTS

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
MAP in ELA and ARC Reading	<i>Diagnostic & Growth</i>	K-8	Tri-Annual	NA

	Determine initial instructional and language fluency level and growth measure throughout year			
Formative Classroom Assessments	Measure competency against lesson objectives leading to CCSS	K-8	On-going	Variable: indication that students reached mastery
Rubrics	Provide feedback to students on ELA aspects of projects/YPAR work	2-8	On-Going	Highest 2 levels
Curriculum Embedded CCSS aligned assessments	Measure competency against standards	3-8	Periodically	Met
SBAC; CAPA for special needs	State Criterion-Based Assessment	3-8	Annually	Met

SPANISH LANGUAGE ARTS

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
Curriculum Based Spanish Language Assessment	<i>Diagnostic & Growth</i> Determine initial instructional and language fluency level and growth measure throughout year	K-5	Fall	NA
Formative Classroom Assessments	Measure competency against lesson objectives	K-8	Daily	Variable: indication that students reached mastery
Rubrics	Provide feedback to students on SLA aspects of projects/YPAR work	2-8	As produced	Highest 2 levels
Teacher created and Curriculum Embedded Assessments	Measure competency against standards	3-8	Periodically	Proficient

MATHEMATICS

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
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NWEA MAP Assessment in Math	<i>Diagnostic & Growth</i> Determine initial mathematics fluency level and growth measure throughout year	K-8	Tri-Annual	NA
Formative Classroom Assessments	Measure competency against lesson objectives leading to CCSS	K-8	On-Going	Variable: indication that students reached mastery
Rubrics	Provide feedback to students on ELA aspects of projects/YPAR work	2-8	As produced	Highest 2 levels
Curriculum Embedded CCSS aligned assessments	Measure competency against standards	3-8	Periodically	Met
SBAC; CAPA for special needs	State Criterion-Based Assessment	3-8	Annually	Met

SCIENCE

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
Formative Classroom Assessments	Measure competency against lesson objectives leading to NGSS	K-8	On-going	Variable: indication that students reached mastery
Rubrics	Provide feedback to students on ELA aspects of projects/YPAR work	2-8	As produced	Highest 2 levels
California Science Test (CAST)	Measure competency against NGSS standards	5 and 8	Periodically	Met

SOCIAL STUDIES/HISTORY

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
Formative Classroom Assessments	Measure competency against lesson objectives leading to CCSS	K-8	Daily	Variable: indication that students reached mastery
Rubrics	Provide feedback to students on social studies aspects of projects/YPAR work	2-8	As produced	Highest 2 levels

Teacher developed aligned assessments for CA Content Standards	Measure competency against standards	3-8	Annual	Met
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EMERGING BILINGUAL STUDENTS

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
ELPAC	Measure English language development	K-8	Upon enrollment and annually thereafter	Growth until proficiency level is reached & maintained.

SPECIAL EDUCATION

ASSESSMENT	PURPOSE	GRADES	TIMELINE	MINIMUM
Individual Education Plan (IEP)	Measure student progress	K-8	Three times annually	Meet IEP goals

II. Collecting, Analyzing, and Reporting Student/School Performance Data

Roses in Concrete teachers will analyze assessments and results in their PLCs in order to identify patterns of progress and partial understandings and misconceptions noted in student progress. The data will also give information about gaps in skills and proficiency levels. Teachers will create instructional action plans for individual students, sub-groups, classes, and grade levels based on the assessment data. Students and their parents/guardians will be apprised on students' and goals with both individually and through progress reports and report cards.

Technology is essential to provide useable and understandable data to all concerned stakeholders. Our technology system will be designed to maximize leadership, teachers, parents and students' access to progress towards RiC's vision, mission and goals and we move forward. We will use this system to create reports that will allow us to disaggregate, analyze, and disseminate performance data to staff, parents, students, and the authorizing agency. School leaders and teachers will review and dissect student performance data systematically throughout the school year and use this data strategically to inform instructional plans and strategies. We will adhere to the Family Educational Rights and Privacy Act (FERPA) policies relative to the use of personal student data.

We will produce a School Accountability Report Card (SARC) each academic year to report required school data to our authorizing agency, parents, the Board, and the community at large. The SARC will describe our school, including student demographics as well as teacher and staff qualifications. The SARC will include information about students' performance on

the Smarter Balanced Assessments, statewide rank, growth API scores, and whether or not AYP requirements are met. All student data will be disaggregated at benchmark/interim points and annually to track subgroups by race/ethnicity, gender, English Learners, socioeconomically disadvantaged students and students with disabilities, regardless of the number of students in each subgroup.

A. Local Control Accountability Plan (“LCAP”)

RiC will use the multiple forms of data collected to assess progress toward the goals described in Element 1 of this charter. Pursuant to Education Code Section 47606.5, on or before July 1, each year, RiC produce a Local Control and Accountability Plan (“LCAP”), which shall update the goals and annual actions to achieve the goals identified in Element 1 of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. RiC and the Charter School shall submit the LCAP to OUSD and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

B. Grading

Because we agree with Marzano (2012) that “grades are so imprecise that they are almost meaningless,” Roses in Concrete will implement a Common Core State Standards-based grading policy that is based on the following principles:

- Standards-based grading and reporting will be clear and meaningful to all stakeholders.
- Grades/marks will reflect academic standards demonstrating what students know and are able to do.
- Non-academic indicators are essential in understanding the whole child and will be reported on separately from academic grades and marks.
- The teaching of essential standards and providing multiple opportunities/methods to determine proficiency are necessary.
- Quality assessments and rubrics are key to the process.

Professional development and the work of grade level PLCs support the implementation of a standards-based grading and reporting system with mastery as the standard. RiC students can retest or resubmit any summative assessment not mastered earlier, and the new score will replace the original score in a grade book. The consequence for a student who fails to meet a standard is not a low grade but rather the opportunity, the requirement, to resubmit his or her work. There are no zeros. (Guskey, 2011; Reeves, 2011) Our summative assessments, assessment of learning, will be designed to provide information to be used in making judgments about a student’s achievement at the end of a period of instruction include quizzes, tests, exams, quarterly assessments, final drafts, assignments, projects and performances. Summative assessments provide measurable evidence of learning and therefore will be counted for the overall grade. Reassessment of summative assessments will be required on any score below a proficient level. When reassessment is offered, all students may reassess, regardless of grade on original task/assessment if they meet the following requirements:

- complete all required formative assessments
- complete reteaching/ relearning activities as determined by the teacher.
- Reassessment is completed within the predetermined timeline
- When tasks/assignments are reassessed, they may be reassessed partially, entirely, or in a different format, as determined by the teacher.

Proficiency Levels Based on Common Core Grade Level Standards may include:

- Exceeds Standard – In addition to exhibiting level 3 performance, in-depth inferences and applications go beyond what was taught in class.
- Meets Standard – No major errors or omissions regarding any of the information or processes (simple or complex) that were explicitly taught
- Approaching Standard – No major errors or omissions regarding the simpler details or processes but major errors or omissions regarding the more complex ideas or processes
- Beginning– Only a partial knowledge of some of the simpler details or processes or no understanding or skill demonstrated
- Insufficient Evidence – Student has not submitted required evidence of learning. Assignments have not been completed by the due date.
- Standard Not Assessed – (Used 1st and 2nd trimester only) – Standard has not been taught and/or measured to date. This symbol is not used third trimester.

Progress

- On Track – (Used 1st and 2nd trimester only) based on what has been taught and assessed, the student is on track to master the standard by the end of the year.
- Progressing – based on what has been taught and assessed, the student is moving quickly toward becoming proficient, and should be expected to meet standard with additional time.
- Inadequate Progress – Based on what has been taught and assessed, the student has not demonstrated that s/he is on track to master the standard by the end of the year.

C. Report Cards

The purpose of the report card is to report separately:

- Student achievement based on content standards
- Student social development and work habits

RiC grades will be accurate in describing what students know and are able to do in terms of academic standards. We will not include things like effort, participation, or adherence to school rules in grades. To accurately communicate specific information about achievement to students and their families, grades must be a pure measure of student achievement. Other behaviors that promote learning like social development and work habits are important, but they will be reported in a separate section. There will be no letter grades in grades K-6.

Roses in Concrete will share the grading policy with every parent and child during their first home visit and will publish written grading policy for each level, include grading policy in

the parent handbook, include the policy and questions and answers in school newsletters, explain during parent nights and explain during conferences.

ELEMENT 4: GOVERNANCE

1. Operation by or as a Nonprofit Public Benefit Corporation

DRL: "As an independent charter school, Roses in Concrete, 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 Roses in Concrete. The Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school."

RiC 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 RiC amend the bylaws, RiC shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.

2. Indemnification of District

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

3. Governing Board Operation

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

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

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

4. Required Notifications to the District

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

5. Charter School Records

DRL: "STUDENT RECORDS

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

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

RiC 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. RiC acknowledges that it is subject to audit by OUSD. If OUSD seeks an audit of RiC, 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 RiC by law or charter provisions."

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

I. GOVERNANCE STRUCTURE

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

Board members, Charter School administration, faculty, and families are involved in the governance and decision-making processes at RiC. The governance structure is composed of the Board of Directors (“Board”) which makes decisions and oversees RiC development and organization; the Principal who manages the Charter School’s operations, academic program and related activities; and the Charter School’s Shared Governance Council whose purpose is to support co-governance of the Charter School with a focus on ensuring the achievement and engagement of all students through continuous improvement of curriculum, instruction, assessment, culture and climate.

California Non-Profit Public Benefit Corporation

Roses in Concrete is operated as a California non-profit public benefit corporation. This non-profit corporation has been formed for public purposes, to support and improve urban education, and to create a model that prioritizes the needs of youth and families as the pathway to building healthy and sustainable communities across the U.S. and around the world.

Roses in Concrete’s Articles of Incorporation are included in Appendix 4.1, the Bylaws are included in Appendix 4.2, and the Conflict of Interest Code in in Appendix 4.3, which complies with the Political Reform Act, Government Code 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code Conflicts of Interest rules. RiC shall update these documents as necessary to reflect any changes in regulations applicable in the future.

II. BOARD OF DIRECTORS

A. Directors

The Board of Directors includes between (3) and (25) members. All directors shall have full voting rights, including any representative appointed by the District as consistent with Education Code Section 47604(c). If the District appoints a representative to serve on the

Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors. The Principal of the Charter School and the President of the Parents Association attend board meetings in their official capacities but are not members of the Board of Directors.

The Roses in Concrete Governance Committee will present potential Board members and officers for election by the Board of Directors. This list will be presented at the annual meeting of the Board, although additional members may also be added between annual meetings if deemed necessary by the Governance Committee and approved by a vote of the Board.

Directors will serve three-year terms. Any vacancy occurring on the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by majority vote of the seated Directors. A Director elected to fill the vacancy will be elected for the unexpired term of his/her predecessor in office. A Director may resign at any time by filing a written resignation with the Chair of the Board.

The Board may remove any Officer or Director by a majority vote of the entire Board of Directors at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by registered mail to the Officer or Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement will be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer or Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Founding Board members were recruited by the Charter School, and were selected based upon mission alignment, deep commitment to the community, and a professional skill set that contributes to the successful founding and governance of a charter school. A majority of Board members are parents of children admitted to or attending Roses in Concrete.

As demonstrated in *Table 4.1: Roses in Concrete's Board's Expertise and Experience*, the Board of Directors includes individuals who contribute a wide range of knowledge and skills needed to oversee a successful charter school. See Appendix 4.4 for Board Roster and Board Member Biographies.

TABLE 4.1 ROSES IN CONCRETE'S BOARD EXPERTISE AND EXPERIENCE

LEADERSHIP	Board Director	Educational Program	RIC PARENT	Student Target Population	Community Outreach	Assessment	Facilities/Real Estate	Finance	Fundraising	Governance	Legal	Medical	Operations
ALIA PHELPS	X	X	X	X	X								
AMY ARGENAL	X	X	X	X	X								
ASHLI EDWARD	X	X	X	X	X								
AYATA COLBERT	X	X	X	X	X								
BRIAN FEAGANS	X						X						X
JASMIN PRECIADO CRUZ	X	X	X	X	X								
JAVIER CABRA WALTEROS	X	X		X		X				X			X
JEFF DUNCAN-ANDRADE	X	X	X	X	X	X	X		X	X			X
JUAN CARLOS CANCINO	X			X	X						X		
KEARNE PRENDERGAST	X	X	X	X	X								
LATISHA JACKSON	X	X	X	X	X								
MOLLY GREENE	X	X				X							
ROBIN GIBSON	X	X		X				X				X	
PEDRO NAVA	X	X	X	X									
TAJUANA GRAY	X	X	X	X									

While the Roses in Concrete Board of Directors delegates management of the Charter School to the Principal, the Board is ultimately responsible for the educational and fiscal integrity of the Charter School and for fulfilling the terms of the charter. The Board is responsible for ensuring that the Charter School meets its mission of preparing students with the knowledge, skills and strength of character needed to succeed in college and serve as leaders in their communities. Therefore, the primary qualification for serving on the Board is an unwavering commitment to this mission and the expectation that the Charter School and all its students can and will fulfill it.

Additionally, Board members possess a set of personal and professional skills and attributes including but not limited to:

- A commitment to improving access to quality education for all children regardless of race, ethnicity or socio-economic status;
- An understanding of the Board's obligation to act as an effective and vigilant steward of public funds;
- The ability to evaluate information regarding the Principal's educational and fiscal management of the Charter School, and a willingness to replace the Principal if results are not satisfactory;

- A commitment to focusing on the academic achievement of children from deep urban environments who may be suffering from traumatic stress which manifests in the Charter School;
- An ability to fairly and accurately assess the needs of the community, and to represent the Charter School to the community and others;
- Financial, legal, business, fundraising, marketing, non-profit, community, management, governance, human resources, real estate development, technology, and/or educational experience; and
- Having reached at least 18 years of age.

Board members also demonstrate the willingness and ability to: accept and support decisions made in accordance with RiC's Bylaws; give time and energy to the Charter School; provide access to resources, both financial and in-kind, in order to support and strengthen the Charter School. The Principal and the leadership of the parent/guardian association shall serve as advisors to the Board.

In addition, Board members shall:

- a. Receive no payment of honoraria, excepting reimbursement for expenses incurred in performance of voluntary Roses in Concrete activities in accordance with Charter School policies.
- b. Serve Roses in Concrete with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the Charter School.
- c. Be bound by Roses in Concrete Code of Conduct and Conflict of Interest policy statements.

B. Governance Training

All Directors attend a governance orientation prior to serving on the Board and receive proper training annually. Board professional development will be focused on effective governance practices, maintaining organizational accountability, and in-person study of high-achieving urban charter schools. Governance training topics may include the following: Brown Act compliance, parliamentary procedures, conflicts of interest, delineation of roles and responsibilities, legal and financial responsibilities, effective board-staff relations, creating effective committees and effective board self-assessment.

C. Conflict of Interest

The Board has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code 1090, et seq., as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached in *Appendix 4.3*.

III. OPERATING PLAN

A. Board Duties

The Board shall be ultimately responsible for the operation and activities of the Charter School. The Board shall be governed in accordance with its corporate Bylaws which shall be consistent with the charter, the Charter Schools Act and all other applicable laws.

The Charter School's mission and vision guide the work of the Board of Directors which hires, oversees, and evaluates the Principal who, in turn, hires, leads, and evaluates all staff in executing the mission and vision.

The Board of Directors maintains oversight of Roses in Concrete's academic performance in accordance with the Measurable Student Outcomes outlined in *Element 2* of this charter. Furthermore, the Board maintains oversight of the following organizational viability factors to which the Charter School will be held accountable: student enrollment, financial solvency and soundness, parent satisfaction, legal compliance, satisfactory facilities, and organizational viability.

The Board is be responsible for the operation and fiscal affairs of the School, including but not limited to:

- Acting as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Approving all contractual agreements over \$5,000;
- Monitoring the performance of the Charter School and taking necessary action to ensure that the Charter School remains true to its mission, charter, and applicable law;
- Negotiating and approving a Memorandum of Understanding ("MOU") or other contracts with the District;
- Approving the annual school budget, salary schedules (unless collectively bargained), major fundraising events, and grant writing;
- Participating in collective bargaining on behalf of the Charter School.
- Selection, hiring, and evaluation of the Principal (with Shared Governance Council)
- Approving bylaws, resolutions, and policies and procedures of Charter School operation;
- Approving all changes to the charter to be submitted to the District as necessary in accordance with applicable law;
- Supporting development of, and approving, the long-term strategic plan for the Charter School;
- Participating as necessary in dispute resolution with the District;
- Monitoring the fiscal solvency of the Charter School;
- Participating in the Charter School's independent fiscal audit;
- Participating in the School's performance report to the District;
- Increasing public awareness of the Charter School; and
- Leading fundraising efforts.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with its charter, governance documents, and any applicable law and which is not in conflict with the purposes for which charter schools are established. The Board's governance and decision-making will be informed by its committees, described below in section F. (See *Appendix: 4.2 Bylaws* for details.)

B. Board Delegation of Duties

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 or contractor of the Charter School any of those duties with the exception of employment of the Principal, dismissal of employees, approval of Board policies, approval of the fiscal audit, approval of the budget or budget revisions or purchases over \$5,000. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of present Board members.

C. Meetings, Notices and Selection Process

1. Board Meetings

The Board shall hold an annual meeting each year for the purpose of electing directors and officers of the corporation and for the transaction of other business. See sections 15-18 of the *Bylaws* for details about Board meetings. The Board of Directors meets on a monthly basis. All meetings of the Board of Directors shall be held in accordance with the Ralph M. Brown Act ("Brown Act") and Education Code Section 47604.1(c). The Board of Directors meetings will be headed by the Board Chair, who will be elected annually by the Board of Directors.

2. Meeting Notices

Board agendas shall be distributed to Board members and the public in accordance with the Brown Act. All meetings of the Board of Directors and Board committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The School shall accurately record governing board actions.

D. Board Officers

The work of the Board of Directors is organized according to the Officer positions of Chair, Vice-Chair, President, Secretary, and Treasurer detailed in Sections 7 through 10 of the *Bylaws*.

IV. SHARED GOVERNANCE COUNCIL

Roses in Concrete recognizes that school-based decision making that directly involves the participation of a diverse group of the Charter School community stakeholders and that affects core areas of schooling is critical to ensure our mission and vision of the Charter School. RiC believes that school-level professionals, the family community, and the students themselves are in the best position to organize teaching, adapt to the present needs of all students, and set priorities about how adult and student time should be spent. As such, the Shared Governance Council ("Council") was created as part of the Collective Bargaining Agreement ("CBA") between Rosas Unidad and Roses in Concrete and was implemented during starting the 2019-2020 school year. (See full CBA in Appendix 4.5)

A. Composition of the Shared Governance Council

Members of the Council are elected to two-year terms. The Council is composed of: 1 administrator; 1 Financial Support member (non-voting member) 3 Teachers (1 for each grade level band, K-2, 3-5, and 6-8); 3 family members (one for each grade level band, K-2, 3-5, and 6-8); 4 employee representatives, one from each specialized department (Arts, Culture & Climate, Instructional Aides, and special education); and 2 student representatives who shall be elected by the student body through the student government .

The Council has two Co-Chairs who are elected by the Council. The Co-Chairs will be elected for a two-year term, with the last 6 months dedicated to transition out and supporting new Co-Chairs. One of the Co- Chairs will be a unionized staff member from Rosas Unidas. The other Co-Chair shall be a parent/family member.

B. Functions and Responsibilities

This Council will serve as a pathway to a community-led school and will determine the structure for what that community-led school will look like. The Council shall consider all points of view and shall solicit advice and counsel of parent organizations, other employee groups, students and other interested parties. The Council shall assume the role of and operate as the School Site Council and the Faculty Staff Association. The Council shall support the following through shared delegation and shared decision-making processes with the whole community:

- Professional development program including but not limited to topics and trainer(s),
- Review student discipline guidelines and code of student conduct, and support development of Restorative Justice practices
- Approve the schedule of Charter School activities and events including but not limited to school calendar, assessment calendar, promotion, culmination and graduation dates, fundraising events with dates, assemblies, concerts and changes in class (bell) schedules,
- Identify Charter School equipment needs, textbooks, instructional materials, and supplies other than books,

- Review and co-approve the Charter School's Local Control Accountability Plan,
- Create the process to determine lead teachers, the job responsibilities, as well as any stipends that these positions might receive,
- Develop a school-wide communication and social media plan both to and for staff and families,
- Determine the process and timeline to ensure transparent and inclusive consultation with bargaining unit members, administrators, other Charter School personnel, parents and pupils regarding the Local Control Accountability Plan .
- Provide input into the development the Charter School budget annually in conjunction with all relevant stakeholders.
- Support the evaluation process for the Principal.
- Make recommendations and support revisions for the Roses in Concrete Charter as needed.
- Other activities and objectives as established by the Council.

All determinations shall be consistent with applicable laws, regulations and this collective bargaining agreement.

C. Committees

Each member of the Shared Governance Council must be a member of one of the following committees. Membership of committees will not be exclusive to Shared Governance Council members. Each committee will elect a committee chair from the Shared Governance Council. The committee chair is responsible for setting an agenda and reporting out committee work during Shared Governance Council meetings. Major decisions must be approved through the Shared Governance Council. Committees should meet as frequently as necessary to work on the following:

Instructional Leadership Team

- Use student achievement data to set rigorous goals for student learning, staff development and usage of resources (textbooks, instructional materials, and supplies other than books) in the relevant portions of the LCAP.
- Develop and support implementation of actions plan to achieve those goals.
- Track effectiveness of the teams work quarterly and make adjustments as needed.
- Develop the process to determine instructional lead teachers, the job responsibilities, and any stipends that these positions might receive.

Culture and Climate Team

- Use student experience data to set rigorous goals for student experience and staff development and usage of resources in the relevant portions of the LCAP.
- Develop and support implementation of actions plan to achieve those goals.
- Track effectiveness of the teams work quarterly and make adjustments as needed.
- Review and co-approve student discipline guidelines and Code of Student Conduct.

Systems and Operations Team

- Use student achievement and experience data to set rigorous goals for budget and finances in the relevant portions of the LCAP.
- Develop and support implementation of actions plan to achieve those goals.
- Track effectiveness of the team's work quarterly and make adjustments as needed.
- Develop system to oversee the implementation of all current grants as well as an equitable distribution of grant materials and funding.

Community Engagement Team

- Use student achievement and experience data to set rigorous goals for coordinating wrap-around services for students, staff and families in the relevant portions of the LCAP.
- Develop and support implementation of actions plan to achieve those goals.
- Track effectiveness of their work quarterly and make adjustments as needed.
- Create the process for staff and family complaints in conjunction with family organizations
- Create and maintain a school-wide communication and social media plan for staff as and families.

V. PARENTAL AND COMMUNITY INVOLVEMENT

As required by Education Code Section 47605(c), Roses in Concrete will, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. Parents and families of the Roses in Concrete students will have ample and ongoing opportunities to communicate and engage with the Charter School's leadership and the Board.

While there is not a Board seat specifically reserved for parents, the Board will consider parents recommended by the Governance Committee. join the Board of Directors. In the 2019-2020 school year, the Board of Directors was predominantly led by parents. Parent participation will play a vital role in the effectiveness of our program. Additionally, all regular Board meetings will be open meetings as required by the Brown Act. Parents will be notified of meeting times and locations so that they may attend to offer public comments to the Board, offer feedback about the school, or make suggestions for Board action on items being discussed by the Board. Parents who fulfill needed expertise identified by existing Board members may also be recommended to the RiC Board of Directors in future years.

As a community-responsive school, the Roses in Concrete considers parental input vital to the school's effectiveness. The Charter School will conduct regular surveys of parents to measure their satisfaction with the school's performance and to gather parent input. Other methods used at RiC to engage parents, as described in *Element 1*, include parent/teacher conferences, orientation meetings for all new and incoming student families, town halls, special events, phone/internet communication.

VI. LEADERSHIP ROLES

The following details the leadership roles within Roses in Concrete. See *Appendix 4.6* for full job descriptions.

Principal

The Principal leads the academic program, oversees school culture and climate, and is ultimately responsible for the smooth functioning of the Charter School community and ensuring outcomes for students aligned to the goals set forth in this petition. The Principal hires all staff members and the Principal is supervised by the Board Chair.

The Essential Duties and Responsibilities include the following:

- Having a clear vision for implementing a humanizing and intellectually challenging curriculum in a school committed to social justice education;
- Cultivating a professional teaching climate where teachers drive their own growth;
- Ensuring a positive school culture by maintaining behavioral standards for students and adults that align with the highest expectations of the community we serve;
- Creating and sustaining a safe, healthy, and empowering school environment through clear and consistent disciplinary boundaries;
- Prioritize character development as a key element of the Charter School's overall purpose to challenge *all* systems of oppression to achieve community liberation and empowerment;
- Recruiting and hiring, teachers and other staff to meet ambitious performance standards;
- Supervising and evaluating the performance of all teachers and staff except staff assigned to the Director of Special Education;
- Developing a team culture with a group of accomplished and experienced educators who are aligned to the vision and goals of the Charter School;
- Understanding the emerging federal, state and local law, policies and budgetary practices that will impact the Charter School's mission of educational empowerment;
- Build loving, trusting and effective relationships with students and families;
- Build and maintain various partnerships with mission aligned community organizations in order to ensure students, families and staff have the best resources; and
- Develop and maintain a lab school culture for emerging educators while successfully collaborating with all community members and stakeholders that include universities, philanthropic entities, school districts, non-profit agencies, and community members.

Business Manager

The Business Manager is responsible for providing complex administrative and clerical support to the Principal and the Charter School community as a whole. The position is

responsible for overseeing the day to day Charter School office activities, up keeping a facilities maintenance and repair plan, overseeing and managing RiC's implementation of the National School Lunch Program, maintaining and monitoring student and employee information, additional duties as may be requested by the Principal.

The Essential Duties and Responsibilities include the following:

- Overseeing all aspects of on-site finances including: accounting including accounts receivable/accounts payable and purchasing in conjunction with external business service provider.
- Managing federal, state, local and grant reporting
- Coordinating testing
- Overseeing faculties and site safety including facilities upkeep, security and emergency plans.
- Overseeing enrollment and scheduling
- Overseeing attendance monitoring and reporting

Director of Special Education

The Director of Special Education develops, coordinates and implements RiC's special education program to improve student academic success and socio-emotional development.

The Essential Duties and Responsibilities include the following:

- Supervising and evaluating the performance of assigned staff.
- Overseeing compliance for the Special Education program.
- Supervising the identification, evaluation, and placement of students referred for special education and related services.
- Assisting the Principal and special education teachers with student academic and socio-emotional support.
- Participating in special education programs with public and private organizations and agencies including the County Office of Education and Special Education Local Plan Area (SELPA).
- Supervising implementation of Individualized Education Programs (IEP's)
- Serving as the Charter School's 504 coordinator.

Director of Visual and Performing Arts

The Director of Visual and Performing Arts (DVAPA) provides leadership that results in a performing arts program that affords first class teaching and learning opportunities for students, staff and community.

The Essential Duties and Responsibilities include the following:

- Developing and implementing an innovative approach to Visual and Performing Arts ("VAPA") curriculum and instruction.
- Ensuring delivery of high-quality visual art, music, drama, and dance in all curricular and extra-curricular activities.
- Partnership with teachers to develop curriculum that integrates VAPA with the classroom curriculum.

Dean of Students

The Dean of Students is responsible for shaping and sustaining the school's culture and ensuring that the students internalize the school's values for academic excellence and social justice providing leadership to the staff and overseeing the implementation of school-wide systems and procedures.

The Essential Duties and Responsibilities include the following:

- Organizing and implementing the Positive Behavioral Interventions and Supports (“PBIS”) Program.
- Facilitating healing/restorative circles for students, staff and parents Monitoring students during lunch, recess, passing periods, and other activities.
- Coordinating and implementing a school-wide behavior management system with meaningful incentives and re-direction strategies.
- Partnering with parents and families to build an authentic school-wide community
- Providing attendance support and monitoring.

Lead Teacher

The Lead Teacher supports the instructional growth and development of grade-level team members (K-2, 3-5, 6-8) to ensure successful, culturally relevant, rigorous curriculum and instruction. Lead teachers sit on the Instructional Leadership Team and Shared Governance Council.

The Essential Duties and Responsibilities include the following:

- Planning and facilitating bi-weekly Praxis Learning Community meetings that support the development and maintenance of the Charter School’s instructional framework.
- Providing visionary leadership in Dual Immersion (Language and Culture) Program.
- Leading school-wide efforts to develop the Dual Language Immersion Program emphasizing both language and culture.
- Modeling effective classroom practices.
- Serving as mentor to apprentice/student teachers.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

1. Nondiscrimination

DRL: "EQUAL EMPLOYMENT OPPORTUNITY"

RiC acknowledges and agrees that all persons are entitled to equal employment opportunity. RiC 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."

2. Teacher Credentialing Requirements

DRL: "CREDENTIALING REQUIREMENTS"

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

3. Reports of Educator Misconduct to C.C.T.C.

DRL: "OBLIGATION TO REPORT TO CALIFORNIA COMMISSION ON TEACHER CREDENTIALING"

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

4. Employment of Felons

DRL: "EMPLOYMENT OF FELONS"

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

Governing Law: *The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(b)(5)(E).*

I. ORGANIZATIONAL STRUCTURE

Roses in Concrete employs a staff of professionals committed to upholding the highest academic and behavioral expectations for each child and providing a rigorous, college-preparatory educational program. All staff members will demonstrate alignment with the mission and vision of Roses in Concrete and will work diligently to assure they are realized.

II. HIRING PROTOCOL

Roses in Concrete seeks to select, hire, and support individuals who possess the qualifications to work successfully with the target student population, deliver the education program effectively, and support and sustain the Charter School's college-going culture. In accordance with Education Code Section 47605(d)(1), Roses in Concrete is nonsectarian in its employment practices and all other operations. RiC does not discriminate against any individual (employee or pupil) based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School is a school of choice and no employee will be required to work at RiC. RiC shall comply with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237. The Charter School will comply with all state and federal laws concerning the maintenance and disclosure of employee records. The Charter School will comply with all applicable state and federal mandates and legal guidelines relative to ESSA.

A. Staff Recruitment and Selection Process

The Board of Directors hires the Principal. The Principal makes all other staffing decisions. To ensure selection of the highest quality staff, we implement the following selection process:

- Post job openings (career and education websites, newspapers, Schools of Education, referrals, and email).
- Request resume, cover letter.
- Brief screening interview (in-person or by phone).
- For teaching positions: Sample teaching lesson followed by debrief with the Principal (for instructional positions).
- Extensive in-person interview with members of the Charter School's current staff.

- Verification of credential, if applicable, and previous employment.
- State and Federal background checks including criminal background check and other required health and safety checks.
- Personal reference checks.
- The Principal will make offers of employment to the strongest candidates.

B. Record keeping and Minimization of Use of Emergency Credentialed Teachers

The Roses in Concrete maintains current copies of all teacher credentials and ensures that they are readily available for inspection. Roses in Concrete takes all steps necessary to minimize the use of teachers holding emergency credentials, including active recruitment of duly credentialed teachers through EdJoin, the California Charter Schools Association, the Charter Schools Development Center, state-wide and national job search sites and agencies, and local newspapers. Roses in Concrete maintains a potential list of credentialed teachers from which to draw in the case of a teacher vacancy during the school year.

C. Personnel Policies

The Board has adopted and maintain personnel policies that shall be compiled and included in an Employee Handbook to be provided to all employees upon commencing employment. (See Appendix 5.1 for Employee Handbook)

III. EMPLOYEE QUALIFICATIONS

All members of the staff of Roses in Concrete must have an unwavering commitment to preparing all students with the knowledge, skills, and strength of character needed to succeed in college and serve as leaders in their communities. Furthermore, all staff members, in all positions, must hold a firm belief in the potential of every child and be willing to uphold the same high academic and behavioral expectations for all students. In order to serve low-income students of color from the Charter School's surrounding neighborhoods, specifically those who have historically been underserved in traditional public schools and many of whom are emergent bilinguals, RiC will aim to hire dedicated professionals who:

- Exude characteristics of humility, natural inquiry, kindness, creativity, courage, and resiliency.
- Have a solid grasp on effective uses of technology and multimedia tools to not only better their teaching but also to inspire positive social change for the greater good.
- Have the will and skill to use critical lenses and tools developed in the 21st Century to examine issues of race, power, status, gender, and wealth distribution.
- Express pride and honor in ancestral roots and be able to identify historical and contemporary alliances across lines of national and ethnic identity.
- Are local educators from similar socioeconomic culture and racial backgrounds preferred.
- Are bilingual, bi-literate, and/or bicultural with a strong grasp of academic language.

- For dual immersion Spanish teachers, RiC measures these competencies through proof of possession of a BCLAD credential and an intensive Spanish speaking, reading, and writing interview.

A. Leadership Qualifications

Principal

The following are the required qualifications for the role of Principal:

- Bachelor's degree
- Clear Administrative Service Credential
- Minimum of five (5) years' experience as a social justice classroom teacher
- Steadfast commitment to East Oakland or a similar community
- Success leading a school for at least five years in East Oakland or a similar community that included:
 - supporting families and ensuring a high level of engagement;
 - developing talented and accomplished teachers;
 - establishing and maintaining effective community partnerships;
 - achieving exemplary outcomes for students;
 - familiarity with independent charter schools and the RiC target population;
 - experience with facilities and technology;
 - supervisory experience involving accomplished veteran instructors and staff;
 - successful fundraising experience;
 - active participation in a professional learning network; and
 - positive references from school stakeholders.

Business Manager

The following are the required qualifications of the role of Business Manager:

- Bachelor's Degree or higher, supplemented by additional training in office organization and secretarial skills.
- Three (3) years of experience in increasingly responsible roles which have included the exercise of independent judgment, preferably including experience in a public-school system, or any combination of training and experience that could likely provide the desired knowledge and abilities.

Dean of Students

The following are the qualifications for the role of the Dean of Students

- Bachelor's degree
- Master's degree preferred
- California teaching credential; BCLAD preferred
- Fluent in English and Spanish preferred
- Minimum of five (5) years of classroom teaching experience as a full-time teacher in Oakland or similar community;
- Minimum of three (3) years administrative experience

Director of Special Education

The following are the qualifications for the role of Director of Special Education

- Five (5) years teaching or special education (school psychologist, etc.) experience.
- Three (3) years of increasingly responsible educational management experience preferred.
- Master's degree in education or a related field from an accredited university or college.
- Experience collaborating with community-based organizations and other local agencies.
- Experience providing case management, facilitating support groups, and counseling in a school setting.
- Excellent communication and interpersonal skills, experience working with multidisciplinary teams,
- English/Spanish bilingual preferred.
- Knowledge and experience with computers including word processors, databases, and Internet use.

Director of Visual and Performing Arts

The following are the qualifications for the role of Director of Visual and Performing Arts.

- At least a master's degree in a visual or performing arts field.
- At least five (5) years of successful visual or performing arts instruction, administrative and/or supervisory experience.

Lead Teacher

The following are the qualifications for the role of Lead Teacher.

- Possession of a valid California Teaching Credential in the appropriate content area and English Learner certificate (CLAD or BCLAD) as required by Board Policy
- Outstanding and /or Highly Satisfactory Summary Evaluations or the equivalent
- At least seven (7) years of classroom teaching experience with demonstrated effectiveness in the subject matter, use of standards-based curriculum, instruction and assessment
- Successful experience working with diverse adult and student population; track record of success in an urban school setting
- Skillful in analyzing student assessment data, instructional planning and professional development of teachers
- Experience in coaching, mentoring and modeling of data use in improving instruction
- Experience in group facilitation and conducting professional development in continuous school improvement
- Demonstrated knowledge of the State Standards and the CAASPP

B. Teacher Qualifications

Pursuant to Education Code Section 47605(l), all teachers at the Roses in Concrete will be required to hold a Commission on Teacher Credentialing certificate, permit, or other document for the teacher's certificated assignment. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025 to obtain the certificate required

for the teacher's certificated assignment. Preference will be given to teachers who live in the neighborhoods served by Roses in Concrete.

A teacher must have:

- Bachelor's degree
- A valid single subject California teaching certificate, Educational Specialist permit, or other document required by the Commission on Teacher Credentialing required for the teacher's certificated assignment. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.
- BCLAD or CLAD authorization or valid English Learner authorization.
- Demonstrated successful instructional expertise with deep urban students, subject matter competence and experience with students from diverse cultural and ethnic backgrounds
- Background clearance
- Tuberculosis risk assessment and, if necessary, examination.
- Dual immersion Spanish teachers must also hold BCLAD authorization and complete intensive Spanish speaking, reading, and writing interview.

A teacher of non-core, non-college prep courses at Roses in Concrete are not required to hold a teaching credential Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025 to obtain the certificate required for the teacher's certificated assignment.

IV. COLLECTIVE BARGAINING AGREEMENT

Roses in Concrete is proud to recognize Rosas Unidas/CTA/NEA ("Rosas Unidas") as the exclusive bargaining representative pursuant to the Educational Employment Relations Act ("EERA") (Government Code Section 3540, *et seq.*) for all professional educational personnel including but not limited to teachers; lead teachers; and for all full-time and regular part-time classified personnel, including, but not limited to, instructional aides, custodians, director of community organizing, recreation specialists, lunch monitors, administrative assistants and behavior technicians, excluding all supervisory, managerial and confidential employees of the Employer.

V. PERFORMANCE EVALUATION

All Roses in Concrete staff will be evaluated formally by their supervisor. Details of the evaluation process are delineated in Appendix 4.5 as part of the CBA between RiC and Rosas Unidas.

The Principal will be evaluated annually by the Board of Directors and Council. This evaluation will be based on the degree to which the Charter School has reached the academic and organizational goals established in the adopted accountability plan. (See Appendix 5.2 for Sample Principal Evaluation Tool.) If the Principal fails to reach acceptable academic and organizational outcomes, the Board of Directors may terminate the Principal's employment and seek a qualified replacement.

ELEMENT 6: HEALTH AND SAFETY

1. Site Safety Plan

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

- (A) *Child abuse reporting procedures;*
- (B) *Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;*
- (C) *Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;*
- (D) *Procedures to notify teachers of dangerous pupils pursuant to Section 49079;*
- (E) *A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;*
- (F) *The provisions of any schoolwide dress code, pursuant to Section Education Code 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;*
- (G) *Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;*
- (H) *A safe and orderly environment conducive to learning at the school;*
- (I) *The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;*
- (J) *Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.”*

2. Pupil Safety

DRL: “**VISION, HEARING AND SCOLIOSIS**

RiC 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. RiC shall maintain student immunization, health examination, and health screening records on file.

EPINEPHRINE AUTO-INJECTORS

RiC 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, and shall comply with the requirements of Education Code section 49414..

COMPETITIVE ATHLETICS

RiC shall comply with the requirements of Education Code section 221.9 with respect to the posting and/or disclosure requirements regarding pupil participation in competitive athletics, and shall comply with the requirements of Education Code section 33479 et seq. regarding recognition of signs of sudden cardiac arrest with respect to any athletic program that it offers.

CONCUSSIONS/HEAD INJURIES

RiC 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 RiC.”

SAFE PLACE TO LEARN ACT

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

GUN-FREE SCHOOLS ACT

RiC shall comply with the federal Gun-Free Schools Act.

TOBACCO USE PREVENTION

RiC 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.”

SUICIDE PREVENTION POLICY (GRADES 7-12)

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

TRANSPORTATION

The RiC shall meet the requirements of Education Code section 39831.3 with respect to any transportation services provided to or from school or a school activity.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

RiC, 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.

DATA PRIVACY

RiC shall take the required steps to protect the data privacy of its pupils, including but not limited to compliance with Education Code section 49073-49079.7, as well as complying with the requirements of Education Code section 49073.6 with respect to any maintenance of any information obtained from social media in its pupil records.

OTHER REQUIREMENTS

RiC shall comply with the requirements of Education Code section 33133.5 with respect to notifying pupils of the appropriate telephone number to call to report child abuse or neglect, and Education Code section 51900.6 with respect to the age-appropriate content in sexual abuse and sexual assault awareness and prevention.”

3. Employee Training

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

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

4. Employee Background/Tuberculosis Check

DRL: “CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

RiC 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. RiC shall maintain TB clearance records and certifications on file.

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

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

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, the Charter School has adopted and implemented full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These procedures are incorporated into the Charter School's student and Employee Handbooks and will be reviewed on an ongoing basis by the Principal, Council, and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

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

I. BACKGROUND CHECKS

RiC will comply with all applicable state and federal laws regarding the background checks and clearance and all state and federal laws concerning the maintenance and disclosure of employee records. Employees and contractors of RiC will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice and the Federal Bureau of Investigation for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal and Business Manager shall monitor compliance with this policy and report to the Board of Directors on a regular basis. Volunteers who will volunteer outside of the direct supervision of a credentialed employee or under the supervision of a credentialed employee for more than seven (7) days if a community member and more than ten (10) days if a parent or guardian, shall be fingerprinted and receive background clearance prior to volunteering..

II. FACILITY SAFETY

Roses in Concrete complies with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. If OUSD facilities are used during the term of this charter, Roses in Concrete shall abide by all OUSD policies relating to Maintenance and Operations Services.

Asbestos Management: The Roses in Concrete 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.

Certificate of Occupancy Assurance: Roses in Concrete assures that a site will be secured with an appropriate Certificate of Occupancy 45 days prior to the opening of school, or as otherwise agreed upon by the District and Charter School.

Emergency Preparedness: Roses in Concrete adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshal prior to school opening. This handbook will include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, gang activity, and hostage situations. If assuming a facility used prior as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for Roses in Concrete. All Roses in Concrete staff will be trained on emergency preparedness procedures. All instructional staff and Charter School leadership will be CPR and first aid certified.

Fire, Earthquake, and Evacuation Drills: Students and staff will participate in earthquake drills every other month, fire drills monthly, and at least one lock-down drill annually. As noted above, the school will develop a school safety plan which will be kept on file for review. School staff will be trained annually on the safety procedures outlined in the plan.

Fire Safety: The Roses in Concrete agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. . The Charter School shall conduct fire drills as required under Education Code Section 32001.

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

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations

- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- procedures for conducting tactical responses to criminal incidents

III. HEALTH SAFETY

Bloodborne Pathogens: Roses in Concrete will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment: Roses in Concrete functions as a drug, alcohol and smoke free environment.

Food Service and Other Auxiliary Services Safety: The Roses in Concrete will contract with an outside agency for its food service needs. The Roses in Concrete will be responsible and accountable for filing all documents necessary for operating the food service program, as well as for reimbursement. The Roses in Concrete will ensure that its auxiliary services such as food services, transportation, and custodial services are safe and free from hazardous materials.

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

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

Tuberculosis Risk Assessment and Examination: Roses in Concrete employees and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working

with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

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

Role of Staff as Mandated Child Abuse Reporters: All employees are mandated child abuse reporters, follow all applicable reporting laws, and submit proof of fulfillment of the annual training requirements, as required by the California Child Abuse and Neglect Reporting Act ("CANRA") and Education Code Section 44691 regarding mandated reporting requirements for school personnel. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Suicide Prevention Policy

RiC has adopted a policy on pupil suicide prevention that meets the requirements of Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

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

Nutritionally Adequate Free or Reduced-Price Meal

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

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

Bullying Prevention

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

Feminine Hygiene Products

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

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

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

Comprehensive Discrimination and Harassment Policies and Procedures

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

ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE

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. Education Code Section 47605(b)(5)(G).

Roses in Concrete strives to achieve a student population from surrounding neighborhoods within East Oakland and the greater OUSD area that is reflective of the general population residing within the territorial jurisdiction of OUSD. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. As previously noted, the Charter School shall not discriminate against a pupil on the basis of the characteristics listed in Education Code Section 220. Inclusive recruitment strategies will be implemented throughout our communities to provide East Oakland families with the opportunity to participate in the Charter School. Roses in Concrete will work with community organizations, churches, stores, merchant associations, other Bay Area charter schools, and traditional district schools within the Oakland Unified School District boundaries to recruit a student population that reflects the general population residing within the territorial jurisdiction of the school district.

I. RECRUITING FOR RACIAL AND ETHNIC BALANCE

While Roses in Concrete is committed to serving any child who wishes to attend the Charter School, the majority of our recruitment efforts will focus on attracting students living in East Oakland with its high numbers of Latino, African American and socioeconomically disadvantaged residents in order to reflect the ethnic and racial balance of the Charter School's community.

Our recruitment plan includes ongoing community outreach in English and Spanish informing families about an educational alternative for any interested families in Oakland, with a particular emphasis on families residing in East Oakland. The Charter School will facilitate presentations and individual interactions with families in other languages as appropriate.

Community outreach and recruitment runs through the Charter School's open enrollment period. Planned outreach strategies will include, but are not limited to:

- Development and distribution of marketing materials in English and Spanish.
- Presentations and information distribution at community organization meetings and local churches.
- Presentations and information distribution at adult classes, such as those held at the local public libraries, social service agencies, and park and recreation centers.
- Information booths and information distribution at community events, community centers, local businesses, faith-based organizations, grocery stores, and shopping centers.

- Holding Open Houses and informational meetings at the school site (as appropriate).
- Outreach to local television, radio, and print media reporters.
- Advertisements in local newspapers.
- Advertisements in local organization newsletters.
- Advertisements on local radio stations.
- Visit “feeder” pre-schools and day care centers located within the Roses in Concrete community

II. ACHIEVING RACIAL AND ETHNIC BALANCE

Roses in Concrete will keep on file documentation of the efforts made to achieve a racial and ethnic balance and the results achieved, as well as an accurate accounting of the ethnic and racial balance of students enrolled in the Charter School. In order to accomplish this, the Charter School will continuously track and refine its recruitment efforts and outreach programs and activities through the following or other indicators of effectiveness:

- Maintain student demographic data to ensure accurate accounting of racial and ethnic balance of students enrolled in the Charter School. These data will inform the Charter School annual self-evaluation on progress in achieving desired population balance.
- Keep copies of flyers or brochures, applications, and other recruitment materials developed in the primary languages of the families in the surrounding neighborhoods (i.e., English and/or Spanish).
- Establish a database of contacts at various distribution channels to enable public relations efforts to reach a wide audience, including community presentations, flyers, the Charter School website, and/or sending out press releases to the local media.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

1. Admissions Lottery

DRL: "DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

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

RIC shall also comply with the following requirements of Education Code section 47605(d)(2)(B)(i)-(iv):

(i) Each type of preference shall be approved by the chartering authority at a public hearing.

(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment."

[Add additional provisions showing how RIC will comply with the above requirements, including how the preferences "shall not result in limiting enrollment access for pupils listed in Education Code section 47605(d)(2)(B)(ii).]

2. Homeless and Foster Youth

DRL: "HOMELESS AND FOSTER YOUTH

RIC 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. RIC shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that RIC is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment. RIC shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.”

3. Non-Discrimination

DRL: “NON-DISCRIMINATION

RIC shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. RIC 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.

RIC 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.”

4. Parent Engagement

PARENT ENGAGEMENT

RIC 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 RIC.

GOVERNING LAW: ADMISSION POLICIES AND PROCEDURES, CONSISTENT WITH [EDUCATION CODE SECTION 47605] SUBDIVISION (D). EDUCATION CODE SECTION 47605(B)(5)(H).

Roses in Concrete is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.) aside from residents of California.

Roses in Concrete intends to be a neighborhood school but will enroll all pupils who wish to attend to the extent that space and program allows.

Roses in Concrete will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon the characteristics listed in Education Code Section 220.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

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

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

I. OPEN ENROLLMENT PROCESS

RiC will actively recruit a diverse student population residing in the District, who understand and value the Charter School's mission and are committed to the Charter School's instructional and operational philosophy. Admission to the Charter School shall be open to any resident of the State of California, although preferences will be given to students as detailed below. Each year, RiC will begin collecting applications during OUSD's open enrollment window. By October 1 of each year and/or when the District releases the open enrollment period dates, RiC will notify the District in writing of the application deadline and proposed lottery date. The charter school's enrollment window will align with OUSD's open enrollment window and the first lottery date will be held within 30 days of the close of the open enrollment window. RiC 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. If necessary, RiC will have subsequent enrollment periods and public lotteries if not all spaces are filled in the first enrollment window or if additional applications are received. After all available openings have been filled via lottery, students will be placed on a waiting list in the order in which their names are drawn. Should spaces open during the course of the school year, RiC will contact students in the order they appear on the waiting list. Students are asked to accept the spot with one week of notification. In no circumstance will a waitlist carry over to the following school year.

II. DUAL LANGUAGE PROGRAM

(Note: This enrollment policy applies to students in the dual language program at RiC).

A. Overview

Roses in Concrete's Dual Language Program is an open enrollment program, designed to serve students from any language background. However, in order to provide effective and continuous Dual Language Program, RiC will institute processes during enrollment to have a balance of students who are proficient in Spanish and students who have not demonstrated grade level proficiency in Spanish.

B. Eligibility

Our two-way dual immersion model works best with a 50/50 mix of Spanish and non-Spanish speakers in Kinder through Second Grade. Students may enter with no previous exposure to the Spanish language. Entering students who indicate in their application that they are proficient in Spanish will be scheduled for a Spanish Language Review in February. Students identified as Spanish speakers through the Language Review process will be eligible for the 49% of slots for Spanish speakers. Non-Spanish speakers will be eligible for the 51% of slots for non-Spanish speakers.

III. ADMISSION PREFERENCES

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If more applications are received than there are available slots, RiC will hold a public, random lottery moderated by a neutral third party in a public location to determine the following school year's enrollment. The process will be transparent and fair, and parents/guardians need not be present to participate. Parents and students will be informed of their entrance into RiC via the public lottery session or by phone or mail if they are not present at the lottery. Once admitted, students need not apply each year.

Students entering Kindergarten and 2nd grade will be given preferences:

- Not to exceed 10% of the total enrollment: A child of a school faculty, staff, board, or founding board member;

- Students who qualify for free or reduced price meals and reside in the surrounding East Oakland neighborhood²;
- Students who qualify for free or reduced price meals;
- Students who reside in the surrounding East Oakland neighborhood;
- All residents of Oakland;
- All other non-Oakland residents.

Spaces will be allotted in sequential order within each of these categories with a lottery in each category as required.

The Charter School and District mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance.

IV. PROCEDURES

A. Public Random Drawing

In the event that the Charter School receives more enrollment forms than the number of seats open for a particular grade or language by the application deadline, we will conduct an annual public random drawing to determine admission in accordance with Education Code Section 47605(d)(2)(B) and the procedures described above.

B. Waitlist

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 lottery.

Any applications received after the closing of the open enrollment period will be held in abeyance for an additional lottery, if needed, and will not be added to the existing waitlist.

Families of students who are offered admission will have one week to confirm in writing their intent to enroll and submit an enrollment packet including proof of age, proof of address, and immunization records.

The waitlist will be kept on file at the Charter School and will be valid only for the duration of the current school year. In no circumstance will a waitlist carry over to the following school year. During the school year if vacancies should arise, the Charter School will notify families on the wait list to see if they would like to enroll. If the notified family declines or does not respond within 7 business days, they are removed from the waitlist and the next family is contacted.

C. Record Keeping

² We define surrounding community as the neighborhoods between Highway 13 and San Leandro Boulevard, and 73rd Avenue and 35th Avenue.

Roses in Concrete will keep the following records on file in the main office:

- Public Lottery Procedures: Documentation of drawing procedures as defined in the charter and any subsequent policy or policies approved by the Board.
- Public Lottery Results: Results of the public drawing, indicating ranking.
- Updated Waiting List: The most up to date waiting list including contact information.

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

ELEMENT 9: INDEPENDENT FINANCIAL AUDIT

Governing Law: The manner in which an 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. Education Code Section 47605(b)(5)(I).

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

The Board shall oversee the selection of an independent auditor and the completion of an annual audit of the Charter Schools financial books and records, including attendance. The independent auditor must have, at a minimum, a CPA and educational institution audit experience, and must be named on the State Controller's published list of approved educational audit providers. To the extent required by law, the scope of this audit will be expanded to include any relevant items or processes specified in applicable Office of Management and Budget circulars.

It is anticipated that annual audits will be completed within five months of the close of each school year. A copy of the annual audit will then be forwarded to OUSD, the Alameda County Superintendent of Schools, the State Controller, and the CDE by December 15th of each year. The Audit Committee will review the audit and report to the Board of Directors with any deficiencies and recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of Roses in Concrete is a public record to be provided to the public upon request. Any disputes concerning the resolution of audit exceptions shall be referred to the Dispute Resolution Process described in *Element 14* of this charter.

ELEMENT 10: SUSPENSION AND EXPULSION POLICY and PROCEDURES

1. Student Due Process Protections

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

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

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

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

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

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

[Insert other procedures designed to ensure that the RIC’s disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]

2. Required Notifications

REQUIRED NOTIFICATIONS

DRL: “RIC shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves RIC without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil’s last known address. RIC 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)."

3. Compliance with OCS Student Discipline Guidelines

DRL: "RIC shall comply with the District's "Disciplinary and Expulsion Documentation Policy," which can be accessed at <https://www.ousdcharters.net/expulsions.html>, and whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools."

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

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

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

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

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

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed,

transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).
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I. DISCIPLINE PROCEDURES

Roses in Concrete recognizes that the humanization of our students must be our most pressing priority. Without an environment that affirms the value of our students as precious human beings, all attempts to prepare them for the future becomes less potent. Student discipline and proper conduct is essential to the success of the Charter School, each student, and the broader community. Researchers have demonstrated a correlation between discipline and achievement. High expectations for student behavior is a key characteristic of high-performing urban charter schools. The Charter School also acknowledges that such high expectations for performance and behavior are deeply embedded in historically targeted communities. Therefore, the Charter School has implemented a discipline policy that holds all students to a standard that reflects the legacy of sociopolitical struggle and critical resistance that appropriately prepares students to move forward in our nation and keep each other healthy while doing so.

It is the Charter School's belief that respectful behavior can be anticipated when the behavioral expectations for the students are made clear and consistently implemented through community-wide messaging, culturally relevant instruction, and culturally responsive discipline practices. It is the responsibility of the teachers to prevent and intervene in response to inappropriate behaviors through direct confrontation of social transgressions, keeping lessons relevant, and treating each mistake as an instructional moment. Students who are deeply engaged in learning are far less likely to demonstrate inappropriate behavior when they also have skilled adults that prioritize their safety and healthy development. The Charter School encourages regular discussions between parents and their children to foster developmentally appropriate reflection on their behavior. Additionally, parents are asked to voice their opinion of the efficacy of the Charter School's discipline policy and offer suggestions through the establishment of an open-door policy for parental visits and communication with Charter School administrators.

The approach to discipline at Roses in Concrete will be culturally congruent to the community it serves and will be rooted in the Charter School's core values of **Resources, Relationships, Relevancy, Rigor, and Responsibility**. Teachers will implement developmentally appropriate systems, consistent across each grade level, that record student behaviors and assign incentives and consequences according to a pre-determined progressive scale. Class-wide and school-wide incentives, including monthly field trips linked to learning goals, will be awarded based on attendance, homework completion, and demonstration of the Charter School's core values. Parents will receive notification of positive and negative behavior through weekly behavior logs. Students in our lower grades will receive star stickers on a behavior chart and take-home log for appropriate behavior each day.

When discipline issues develop a typical progression of consequences might follow this sequence:

- a. Warning
- b. Loss of privilege
- c. Discussion with advisor/administrator with an opportunity for act of class/teacher/peer atonement
- d. Conference with parent, develop an analysis of cause including possible Post Traumatic Stress Disorder (“PTSD”) and behavior action plan.

Atonement, literally meaning “reparation for offense or injury,” is at the core of the Roses in Concrete disciplinary culture. The goal of our work is to ensure that students continue to develop the awareness necessary to acknowledge when wrong has been done and seek the appropriate resolution- especially when they are the perpetrator of a transgression. Discussions with students and mediations between students are to lead to a reconciliation that is humanizing to all parties involved. Our aim is to evoke a sense of communal responsibility without using guilt or shame as a tactic to induce empathy. Instead, our staff, faculty, and administrators will rely on framing incidents in terms of human safety and inclusion with the needs of the community as the overarching realm of concern. We do not intend for students to feel no guilt or shame when harm has been done, but we expect these feelings to come from the students’ realization of the depth of the violation, rather than attempts at shaming from the Charter School staff.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

For the most severe cases, a student may be referred to the Roses in Concrete administration for consideration of suspension (in or out of school) or expulsion in accordance with the policies and procedures described below.

II. SUSPENSION & EXPULSION POLICY

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Roses in Concrete. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools’ list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline involuntary disenrollment policies and procedures. The notice shall state that these Policy and Procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) i. Caused, attempted to cause, or threatened to cause physical injury to another person.
ii. Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or otherwise furnished any knife, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as a controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use or possession by a pupil of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that 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 section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to electronic files and databases. For purposes of this 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 property, which includes but is not limited to electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act. For purposes of this subdivision, the following terms have the following meanings:

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 1. A message, text, sound, video, or image.
 2. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph 1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a 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.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of subparagraph 1), above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - (c) Notwithstanding subparagraphs 1) and 2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision 1 (a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
 - b) Brandishing a knife at another person.
 - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)
 3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation 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 section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this 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 property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 8, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph 1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph 1) above. "Credible impersonation" means to knowingly and without consent impersonate a 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.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph 1) above. "False

profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- iii. An act of cyber sexual bullying.
 - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of subparagraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iv. Notwithstanding subparagraphs 1) and 2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

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

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous Object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
- b) Brandished a knife at another person.

- c) Unlawfully selling any controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the 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 present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(j)(i).. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason

including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. . In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

D. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive

five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened

harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. . The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment , and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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

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

- a. Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

7. Procedures for Students Not Yet Eligible for Special Education Services

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

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents

a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

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

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

ELEMENT 11: STAFF RETIREMENT SYSTEM

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees ' Retirement System, or federal Social Security. Education Code 47605(b)(5)(K)

All eligible certificated staff at Roses in Concrete shall be covered by the State Teachers' Retirement System ("STRS") and all eligible classified staff shall participate in the Public Employees' Retirement System ("PERS"). The Business Manager shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

Mandatory employer contributions, such as workers compensation, unemployment insurance, and Medicare, will be made by Roses in Concrete. Health, dental, vision, and related benefits will also be provided to all full-time employees by the Charter School.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

DRL: “Pupils who choose not to attend the RiC 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 RiC 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 RIC except to the extent that such a right is extended by the District.”

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

No student may be required to attend Roses in Concrete. . Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

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

Governing Law: *The rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No public school district employee shall be required to work at Roses in Concrete. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Roses in Concrete. Employment by Roses in Concrete provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14: DISPUTE RESOLUTION FOR SCHOOL-AUTHORIZER ISSUES

1. Procedures for Complaints against Charter School

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

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

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

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

DRL: “RIC 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.”

2. Complaints by Students and Employees

DRL: “RIC 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.”

3. Disputes between the District and the Charter School

DRL: “The staff and Governing Board members of RIC agree to attempt to resolve all disputes between the District and RIC 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 RIC, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(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, certified mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by facsimile, upon electronic confirmation of receipt; (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

*To: c/o Principal:
Roses in Concrete
4551 Steele Street
Oakland, CA 94619*

*To Director, Office of Charter Schools:
1000 Broadway, 3rd Floor, Suite 398
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, certified mail, or electronic mail.

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

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

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

<p>Governing Law: <i>The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).</i></p>
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Internal Disputes

Roses in Concrete requests that the District promptly forward any complaints it receives regarding RiC to the RiC Principal. See Appendix 14.1 for Uniform Complaint Procedures.

Roses in Concrete has designated Jeff Ducan Andrade to coordinate its efforts to comply with and carry out its responsibilities under Title IX and Section 504.

Roses in Concrete has adopted and published grievance procedures providing for prompt and equitable resolution of employee complaints.

ELEMENT 15: PROCEDURES FOR SCHOOL CLOSURE

DRL: "CLOSURE ACTION"

The decision to close RiC, either by the governing board of RiC 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, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of RIC votes to close RIC or the Charter lapses or is surrendered.

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 RIC, including its nonprofit corporation and governing board.

A) 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 RIC or the OUSD Board of Education, the governing board of RIC 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 RIC will fund, these activities.

B) Notification of Closure Action

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

- 1. The OUSD OCS. RIC 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 RIC, RIC 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 RIC within 72 hours of the Closure Action. RIC shall simultaneously provide a copy of the written parent notification to the OCS.*
- 3. Alameda County Office of Education (ACOE). RIC shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. RIC shall simultaneously provide a copy of this notification to the OCS.*
- 4. The Special Education Local Plan Area (SELPA) in which RIC participates. RIC shall send written notification of the Closure Action to the SELPA in which RIC participates by registered mail within 72 hours of the Closure Action. RIC shall simultaneously provide a copy of this notification to the OCS.*
- 5. The retirement systems in which RIC's employees participate. Within fourteen (14) calendar days of the Closure Action, RIC 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. RIC shall provide a copy of this notification and correspondence to the OCS.

6. The California Department of Education (CDE). RIC shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. RIC 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 RIC. RIC 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. RIC shall provide a copy of these notifications, if any, to the OCS.
8. All RIC employees and vendors within 72 hours of the Closure Action. RIC 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 RIC
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 RIC
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 RIC, by which RIC shall provide employees with written verification of employment*

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

C) Records Retention and Transfer

RIC 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. *RIC shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of RIC. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.*
2. *RIC'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. *RIC shall prepare and provide an electronic master list of all students to the RICs 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 RIC 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. *RIC must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. RIC will coordinate with the OCS for the delivery and/or pickup of student records.*
5. *RIC must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.*
6. *RIC must provide to the OCS a copy of student attendance records, teacher gradebooks, RIC 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. RIC 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. RIC shall provide to the responsible person(s) designated by the governing board of RIC 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.

D) Financial Close-Out

After receiving notification of closure, the CDE will notify RIC and the authorizing entity of any liabilities RIC 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.

RIC shall ensure completion of an independent final audit within six months after the closure of RIC 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 RIC's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

RIC shall pay for the financial closeout audit of RIC. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by RIC will be the responsibility of RIC and not OUSD. RIC understands and acknowledges that RIC will cover the outstanding debts or liabilities of RIC. Any unused monies at the time of the audit will be returned to the appropriate funding source. RIC 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 RIC participates, and other categorical funds will be returned to the source of funds.

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

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed RIC 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.

E) Disposition of Liabilities and Assets

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

- 1. RIC, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to RIC 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 RIC 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 RIC is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of RIC, the corporation shall be dissolved according to its bylaws.

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

RIC's governing board shall adopt a plan for wind-up of RIC and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

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

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

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

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

<p>Governing Law: <i>The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).</i></p>

MISCELLANEOUS CHARTER REQUIREMENTS

I. Insurance

Roses in Concrete shall hold and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance.

II. Administrative Services

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

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

III. School Accountability Report Card

Roses in Concrete acknowledges that pursuant to Education Code Sections 33126.1(b), 35256(c), charter schools, including Roses in Concrete are required to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Roses in Concrete and of the District. Roses in Concrete 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 Roses in Concrete does not have that Roses in Concrete needs in order to meet its obligations, the District shall provide the same to Roses in Concrete in a reasonably timely manner upon request.

IV. Facilities

Governing Law: *The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate.” Education Code Section 47605(g).*

Roses in Concrete is located at 4551 Steele St, Oakland, CA 94619. Our current lease with OUSD extends through June 2024 and our requested charter term will extend through June 2025. To close the one-year gap between the end of the lease and the end of the five-year charter term, we plan to negotiate an extension of our existing lease.

RiC’s current campus site is adequate for our current facilities’ needs. If funds become available from a donor and per the terms of our current lease, the Charter School may opt to

build additional facilities on our existing site, renovate existing spaces, or replace older portables with new space to better support our program.

V. Attendance Accounting

RiC uses the PowerSchool Student Information System to implement an attendance recording and accounting system to ensure contemporaneous record keeping that complies with state law. Depending on needs, RiC may change system and this will not constitute a material revision to the charter.

VI. Reporting

RiC will provide reporting to OUSD as required by law including but not limited to the following: California Basic Educational Data System (“CBEDS”), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m) and the School Accountability Report Card (SARC).

VII. Potential Civil Liability Effects

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

Roses in Concrete agrees to permit the District to inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records. Pursuant to Education Code Section 47604.3, RiC shall promptly comply with all such reasonable written requests. The records of the Charter School are public records under shall comply with the California Public Records Act.

RiC agrees to and submits to the right of OUSD to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

RiC shall be operated by Roses in Concrete, a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to the charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. RiC and the Charter School shall work diligently to assist OUSD in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure OUSD shall not be liable for the operation of the Charter School.

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

As stated above, insurance amounts will be determined by recommendation of OUSD and RiC's insurance company for schools of similar size, location, and student population. OUSD shall be named an additional insured on the general liability insurance of RiC.

The RiCBoard will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

VIII. Impact on Charter Authorizer

In accordance with Education Code Section 47604.3, Roses in Concrete will promptly respond to all reasonable inquiries of the chartering agency. RiC recognizes the right of the chartering agency to inspect or observe any part of RiC at any time.

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;

July 1 – An LCAP and annual update to the LCAP required pursuant to Education Code Section 47606.5.

September 1 – Final Unaudited Financial Report for Prior Year

December 1 – First Interim Financial Report for Current Year

December 15 – Final Audited Financial Report for Prior Year

March 1 – Second Interim Financial Report for Current Year

June 15 – Preliminary Budget for Subsequent Year

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

- Roses in Concrete 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 Roses in Concrete.
- The District is authorized to revoke this charter for, among other reasons, the failure of Roses in Concrete to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section

47607, or any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.

IX. Federal Funds Compliance

To the extent that RiC is a recipient of federal funds, including federal Title I, Part A funds, RiC has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the ESSA and other applicable federal grant programs. RiC agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the ESSA 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.

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

X. Charter Term

Term

The term of this charter shall begin July 1, 2020 and expire five years thereafter on June 30, 2025.

Roses in Concrete 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.

Renewal

Renewal of the charter shall be in accordance with the standards set forth in the Education Code Sections 47605 and 47607 and its implementing regulations.

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

Roses in Concrete
Multi-year Projection
As of Sep FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
SUMMARY					
Revenue					
LCFF Entitlement	2,604,697	2,848,921	3,103,055	3,372,555	3,542,538
Federal Revenue	176,835	204,520	216,946	229,372	241,798
Other State Revenues	237,521	251,543	264,964	278,232	291,502
Local Revenues	81,736	84,994	88,252	91,510	94,768
Fundraising and Grants	377,000	250,000	250,000	250,000	250,000
Total Revenue	3,477,789	3,639,979	3,923,217	4,221,669	4,420,607
Expenses					
Compensation and Benefits	2,284,467	2,437,822	2,602,763	2,775,441	2,834,010
Books and Supplies	231,850	249,068	266,881	285,307	304,364
Services and Other Operating Expenditures	843,248	786,239	853,624	974,559	1,001,140
Depreciation	146,174	146,174	40,289	40,289	-
Other Outflows	17,993	13,078	8,165	2,956	2
Total Expenses	3,523,733	3,632,380	3,771,721	4,078,552	4,139,515
Operating Income	(45,944)	7,599	151,496	143,117	281,092
Fund Balance					
Beginning Balance (Unaudited)	396,681	350,738	358,336	509,833	652,950
Audit Adjustment					
Beginning Balance (Audited)	396,681	350,738	358,336	509,833	652,950
Operating Income	(45,944)	7,599	151,496	143,117	281,092
Ending Fund Balance	350,738	358,336	509,833	652,950	934,041
Total Revenue Per ADA	12,985	12,791	13,020	13,273	13,204
Total Expenses Per ADA	13,156	12,764	12,517	12,823	12,364
Operating Income Per ADA	(172)	27	503	450	840
Fund Balance as a % of Expenses	10%	10%	14%	16%	23%

Roses in Concrete
Multi-year Projection
As of Sep FY2020

	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25
Key Assumptions					
Enrollment Breakdown					
K	44	44	44	44	44
1	44	44	44	44	44
2	44	44	44	44	44
3	26	44	44	44	44
4	26	26	44	44	44
5	26	26	26	44	44
6	26	26	26	26	44
7	26	26	26	26	26
8	26	26	26	26	26
Total Enrolled	288	306	324	342	360
ADA %					
K-3	93.0%	93.0%	93.0%	93.0%	93.0%
4-6	93.0%	93.0%	93.0%	93.0%	93.0%
7-8	93.0%	93.0%	93.0%	93.0%	93.0%
Average ADA %	93.0%	93.0%	93.0%	93.0%	93.0%
ADA					
K-3	147	164	164	164	164
4-6	73	73	89	106	123
7-8	48	48	48	48	48
Total ADA	268	285	301	318	335

Roses in Concrete

	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25
REVENUE					
LCFF Entitlement					
8011 Charter Schools General Purpose Entitlement - State Aid	1,867,347	2,065,486	2,273,536	2,496,952	2,620,850
8012 Education Protection Account Entitlement	53,568	56,916	60,264	63,612	66,960
8096 Charter Schools in Lieu of Property Taxes	683,782	726,519	769,255	811,991	854,728
SUBTOTAL - LCFF Entitlement	2,604,697	2,848,921	3,103,055	3,372,555	3,542,538
Federal Revenue					
8181 Special Education - Entitlement	28,250	36,000	38,250	40,500	42,750
8220 Child Nutrition Programs	97,756	103,866	109,975	116,085	122,195
8290 Comprehensive Support and Improvement	-	-	-	-	-
8291 Title I	44,329	56,387	59,933	63,479	67,026
8292 Title II	6,500	8,268	8,788	9,308	9,828
SUBTOTAL - Federal Revenue	176,835	204,520	216,946	229,372	241,798
Other State Revenue					
8381 Special Education - Entitlement (State	145,437	154,527	163,617	172,707	181,796
8382 Special Education Reimbursement (State	26,400	26,400	26,400	26,400	26,400
8520 Child Nutrition - State	6,517	6,925	7,332	7,739	8,147
8550 Mandated Cost Reimbursements	3,723	4,784	5,242	5,547	5,855
8560 State Lottery Revenue	55,443	58,908	62,373	65,838	69,304
SUBTOTAL - Other State Revenue	237,521	251,543	264,964	278,232	291,502
Local Revenue					
8634 Food Service Sales	6,517	6,925	7,332	7,739	8,147
8638 Merchandise Sales	2,732	2,732	2,732	2,732	2,732
8639 All Other Sales	109	109	109	109	109
8660 Interest	20	20	20	20	20
8681 Fees & Contracts 1	200	200	200	200	200
8693 Field Trips	1,997	1,997	1,997	1,997	1,997
8699 All Other Local Revenue	3,090	3,090	3,090	3,090	3,090
8781 All Other transfers from Districts or Charter Schools	67,070	69,921	72,771	75,622	78,473
SUBTOTAL - Local Revenue	81,736	84,994	88,252	91,510	94,768

Fundraising and Grants

Roses in Concrete
Multi-year Projection
As of Sep FY2020

		Year 1	Year 2	Year 3	Year 4	Year 5
		2020-21	2021-22	2022-23	2023-24	2024-25
8802	Donations - Private	377,000	250,000	250,000	250,000	250,000
	SUBTOTAL - Fundraising and Grants	377,000	250,000	250,000	250,000	250,000
TOTAL REVENUE		3,477,789	3,639,979	3,923,217	4,221,669	4,420,607

Roses in Concrete
Multi-year Projection
As of Sep FY2020

	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	990,475	1,092,289	1,199,321	1,311,791	1,388,282
1103 Teacher - Substitute Pay	6,619	6,817	7,022	7,233	7,233
1148 Teacher - Special Ed	192,169	197,934	203,872	209,988	209,988
1300 Certificated Supervisor & Administrator Salaries	121,719	125,370	129,131	133,005	133,005
1930 Other Cert - Counselor	70,728	72,850	75,036	77,287	77,287
SUBTOTAL - Certificated Salaries	1,381,710	1,495,261	1,614,382	1,739,304	1,815,795
Classified Salaries					
2100 Classified Instructional Aide Salaries	-	-	-	-	-
2103 Classified - Special Ed	-	-	-	-	-
2105 Classified - Arts Staff	-	-	-	-	-
2107 Classified - Rec Specialist	-	-	-	-	-
2200 Behavioral Aides	-	-	-	-	-
2300 Classified Supervisor, Business & Administrator Salaries	177,649	182,978	188,467	194,121	194,121
2400 Classified Clerical & Office Salaries	66,300	68,289	70,338	72,448	72,448
2900 Classified - Cafeteria and Recess	33,048	34,039	35,061	36,112	36,112
2925 Other Classified - Childcare	1,000	1,030	1,061	1,093	1,093
2928 Other Classified - Food Service Staff	28,560	29,417	30,299	31,208	31,208
2930 Other Classified - Custodial Staff	101,490	104,535	107,671	110,901	110,901
2935 Other Classified - Substitute	-	-	-	-	-
SUBTOTAL - Classified Salaries	408,047	420,288	432,897	445,884	445,884
Employee Benefits					
3100 STRS	254,235	270,642	292,203	314,814	328,659
3300 OASDI-Medicare-Alternative	51,250	53,833	56,525	59,330	60,439
3400 Health & Welfare Benefits	153,487	160,394	167,611	175,154	183,036
3500 Unemployment Insurance	12,264	12,278	12,291	12,293	197
3600 Workers Comp Insurance	23,476	25,126	26,854	28,662	-
SUBTOTAL - Employee Benefits	494,711	522,273	555,484	590,254	572,331

Roses in Concrete
Multi-year Projection
As of Sep FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
Books & Supplies					
4100 Approved Textbooks & Core Curricula Materials	28,800	31,212	33,709	36,293	38,968
4325 Instructional Materials & Supplies	33,120	35,894	38,765	41,737	44,813
4330 Office Supplies	2,040	2,081	2,122	2,165	2,208
4335 PE Supplies	1,020	1,040	1,061	1,082	1,104
4345 Non Instructional Student Materials & Supplies	5,100	5,202	5,306	5,412	5,520
4410 Classroom Furniture, Equipment & Supplies	5,100	5,202	5,306	5,412	5,520
4420 Computers (individual items less than \$5k	5,100	5,202	5,306	5,412	5,520
4430 Non Classroom Related Furniture, Equipment & Supplies	8,501	8,671	8,844	9,021	9,201
4710 Student Food Services	135,420	146,761	158,502	170,654	183,228
4720 Other Food	7,650	7,803	7,959	8,118	8,281
SUBTOTAL - Books and Supplies	231,850	249,068	266,881	285,307	304,364
Services & Other Operating Expenses					
5200 Travel & Conferences	1,000	1,000	1,000	1,000	1,000
5305 Dues & Membership - Professional	5,053	5,205	5,361	5,522	5,688
5450 Insurance - Other	40,896	43,452	46,008	48,564	51,120
5510 Utilities - Gas and Electric	28,089	28,932	29,799	30,693	31,614
5515 Janitorial, Gardening Services & Supplies	20,600	21,218	21,855	22,510	23,185
5520 Security Alarm	5,253	5,411	5,573	5,740	5,912
5525 Utilities - Waste	63,036	64,927	66,875	68,881	70,948
5530 Utilities - Water	26,928	27,736	28,568	29,425	30,308
5610 Rent	-	-	41,544	135,643	135,643
5615 Repairs and Maintenance - Building	30,000	30,900	31,827	32,782	33,765
5616 Repairs and Maintenance - Computers	532	548	564	581	598
5803 Accounting Fees	14,790	15,234	15,691	16,161	16,646
5805 SELPA Administrative Fees	6,947	7,621	8,074	8,528	8,981
5809 Banking Fees	184	189	195	201	207
5812 Business Services	130,000	130,000	130,000	130,000	130,000
5815 Consultants - Instructional	-	-	-	-	-
5818 After School Program	-	-	-	-	-
5820 Consultants - Non Instructional - Custom 1	88,000	6,000	6,180	6,365	6,556
5824 District Oversight Fees	26,047	29,344	32,920	36,853	39,872
5829 Enrichment Program	-	-	-	-	-
5830 Field Trips Expenses	11,272	12,336	13,454	14,627	15,859
5833 Fines and Penalties	-	-	-	-	-

Roses in Concrete
Multi-year Projection
As of Sep FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
5836 Fingerprinting	1,623	1,672	1,722	1,774	1,827
5845 Legal Fees	10,000	10,300	10,609	10,927	11,255
5848 Licenses and Other Fees	3,060	3,152	3,246	3,344	3,444
5851 Marketing and Student Recruiting	12,240	12,607	12,985	13,375	13,776
5854 Consultants - Arts Program	186,762	192,365	198,136	204,080	210,202
5855 Consultants - Playworks	-	-	-	-	-
5857 Payroll Fees	4,284	4,413	4,545	4,681	4,822
5860 Printing and Reproduction	21,420	22,063	22,724	23,406	24,108
5861 Prior Yr Exp (not accrued)	-	-	-	-	-
5863 Professional Development	9,180	9,455	9,739	10,031	10,332
5869 Special Education Contract Instructors	40,800	42,024	43,285	44,583	45,921
5875 Staff Recruiting	1,397	1,439	1,482	1,527	1,573
5877 Student Activities	2,498	2,573	2,650	2,730	2,811
5878 Student Assessment	5,100	5,253	5,411	5,573	5,740
5880 Student Health Services	1,780	1,948	2,124	2,310	2,504
5881 Student Information System	8,640	9,455	10,312	11,211	12,155
5884 Substitutes	8,640	9,455	10,312	11,211	12,155
5887 Technology Services	2,101	2,164	2,229	2,296	2,365
5896 Internet/Website consulting	3,244	3,341	3,441	3,544	3,651
5910 Communications - Internet / Website Fees	420	433	446	459	473
5915 Postage and Delivery	2,521	2,597	2,675	2,755	2,838
5920 Communications - Telephone & Fax	18,911	19,478	20,062	20,664	21,284
SUBTOTAL - Services & Other Operating Exp.	843,248	786,239	853,624	974,559	1,001,140
Depreciation Expense					
6900 Depreciation	146,174	146,174	40,289	40,289	-
SUBTOTAL - Depreciation Expense	146,174	146,174	40,289	40,289	-
Other Outflows					
7438 Long term debt - Interest	17,993	13,078	8,165	2,956	2
SUBTOTAL - Other Outflows	17,993	13,078	8,165	2,956	2
TOTAL EXPENSES	3,523,733	3,632,380	3,771,721	4,078,552	4,139,515

List of Appendices

- 1.1 Performance Report
- 1.2 RiC Code of Conduct/Definite Dozen
- 1.3 TEN Priorities Survey
- 1.4 RiC Bell Schedules
- 1.5 RiC Curriculum Map Exemplar
- 2.1 MPOs for Charter Term
- 4.1 Articles of Incorporation
- 4.2 Bylaws
- 4.3 Conflict of Interest Policy
- 4.4 Board Roster and Bios
- 4.5 Rosas Unidad and Roses in Concrete Collective Bargaining Agreement
- 4.6 Job Descriptions
- 5.1 Employee Handbook
- 5.2 Principal and Teacher Evaluation Tool
- 14.1 Uniform Complaint Procedures
- 16.1 Budget for Charter Term

ROSES IN CONCRETE

CHARTER RENEWAL PERFORMANCE REPORT

This performance report includes reporting of key data and programmatic information that may not be available through other sources. It has been prepared and is being submitted in order to comply with the requirements set forth by the Oakland Unified School District (OUSD) Office of Charter Schools (OCS) for Roses in Concrete (RIC) to request renewal of its charter for a 5 year term beginning July 1, 2020 and ending June 30, 2025.

This report intends to highlight areas of emphasis for the Office of Charter Schools for the renewal process, related to Board Policy 0420.4 and provide guidance for the Office of Charter Schools for further inquiry during the renewal site visit. The information contained in this report identifies critical areas unique to Roses in Concrete, that are not necessarily otherwise covered in a school's charter renewal petition.

The performance report includes descriptive responses as well as data tables drawn from a synthesis of observations and data generated community engagement projects that began in March 2018 and culminated in June 2019. These projects assessed the state of RIC, gathered input from all stakeholders and set priorities for charter renewal. These community engagement projects that included conducted visits to classrooms and school functions, community and board meetings, and direct interactions with individuals, small groups, and the entire RIC educational community. The purpose of this project was to assess the state of RIC with respect to the original charter and measurable progress towards realizing the vision and goals set forth original charter, as well as gathering input and setting priorities with all stakeholders in regards to charter renewal.

PERFORMANCE REPORT – OPEN RESPONSES

1. Measuring the effectiveness of instruction

Measuring Quality & Efficacy of Instruction

How do you measure the effectiveness of the quality of instruction?

At Roses in Concrete we measure the quality of instruction in three main ways.

I. Teaching Excellence Network (TEN) Data

Annually, our community completes the Teaching Excellent Network (TEN) Survey. The is a survey and feedback tool that aligns the voices of educators, students and families to build community responsive schools. The domains of the survey are based on the priorities identified by our founding

community. Staff, administrators, family and students in grades 3-8 all participate in the survey. It provides feedback directly to classroom teachers and school staff regarding the quality of the educational program.

II. Student Outcome Data

- Formative and Summative Assessment Classroom Data
 - A regular review of formative and summative classroom data enables us to assess students progress towards mastery.
- NWEA Measures of Academic Progress (MAP)
 - The NWEA MAP Assessment is administered three times a year in 2nd to 8th Grade. The 2019-2020 school year is the first year we are administering to 2nd Graders in order to have more baseline data for students and to support computer literacy.

III. Classroom Observation

- Walkthroughs
 - The principal conducts regular walkthroughs of all classrooms and provides feedback to teachers aligned to their professional development goals.
- Teacher Growth & Development
 - In the 2019-2020 school year, RIC is launching a teacher development tool aligned to the California State Teaching Proficiencies (CSTP).
 - The teacher development cycle includes baseline goal setting in October, followed by a mid-year reflection, and end of year reflection. At its core, it is focused on teacher self-reflection, growth and ownership of their learning process. The tool is being developed and refined in the Shared Governance Team.

Which are the most effective features of instruction at your school, and why?

The most effective features of instruction at Roses in Concrete include the focus on:

- Culturally and Linguistically Sustaining Teaching and Learning
 - Our pedagogical approach is the foundation of our instructional program. Our students and families to feel that they belong, are welcomed, and affirmed at RIC; it has allowed for the development of positive student identity with regards to race, language, culture, and self; and, it has created strong relationships between students of different developmental age ranges and abilities.
- Focus on Social, Racial & Food Justice
 - Curriculum at RIC directly connects to our primary goal which is to develop youth committed to lives characterized by self-discipline, integrity, love and hope in the pursuit of justice and equity for all communities. The topics of study in our curriculum directly support our students development of their understanding of justice and equity in their lives, in their communities, and in the world.
- Visual & Performing Arts
 - Students at RIC engage in performing arts including Painting, Film Making, and Ballet.

What aspects of instruction most need improvement, and what action is being taken?

The staff identified the following areas as most critical for improvement:

- **Climate and Culture**

The staff recognized that there was a need to better support positive school culture and engagement with students. Specifically, they have identified the following as areas to focus on for professional development and collaboration for the 2019-2020 school year:

- New Teacher Supports
 - Given the number of new teachers, a focus on supporting effective classroom management is essential.
- Systems and Structures Love with Limits
 - Students and families all name the love and care that the community holds for students to be a critical strength. However, there is a recognition that some of the practices and responses may have been inconsistent and not support effective boundary setting for children. As such, the community is focused on developing more common language and structures to ensure that all classrooms and community spaces are supporting a positive school climate.

- **Shared Governance**

Starting in the 2019-2020 school year, RIC has established a shared governance model. This is just launching with the opening of the school year.

- **Instructional Leadership**

Given the turn over with teaching staff and current student outcomes, it was essential for the school to focus on developing a strong instructional leadership plan

Actions Planned

Climate and Culture

RIC is a community school that always works to meet the needs of students. RIC is committed to supporting the continued development of a strong student culture, grounded in Love and Inclusion. And, the community recognizes the need to establish more consistency across classrooms. Some examples of the steps that they are taking are listed below:

- Faculty is in the process of creating common agreements that will be sustained across learning spaces.
- Development of common language and approach to Restorative Justice in classrooms.
- Articulation of limits and responses to significant behavioral issues.

Shared Governance

The school is in the process of developing and implementing a Shared Governance Structure. Further detail is shared below in Teacher, Family, and Student Decision Making Sections of the Performance Report.

Instructional Leadership

This year, we are focusing on building and developing the systems, structures, and to support areas of need:

- New Staff Onboarding
- Observation, Feedback & Support
- Establishing Professional Learning Communities
- Vertical Alignment of Curriculum and Instruction

Additional Area

It should be noted that staff and families also raised concerns over the alignment and efficacy of the Dual Immersion program. This year, RIC is focusing on stabilizing the model in grade K-1 and to provide Spanish language instruction and support in Grades 2-5.

2. Diversity of student enrollment

Strategies for Diverse Student Population

Roses in Concrete is a school that is reflective of the Oakland community. There are several strategies that we have put into place to ensure that we remain representative.

Staffing

- Staffing is one of the most effective strategies at RIC to ensure diverse student enrollment. RIC has a staff composed of teachers, classified staff, and administrators all of whom identify as Black and/or Latinx, and/or LGBTQ+, and/or Pacific Islander, and/or bilingual. This uniquely diverse and representative staff is also instrumental to ensuring the enrollment of a diverse student body.
- Almost every classroom also has a Bi-lingual Instructional Assistant, which supports both students and families who are Spanish speaking in feeling connected to the school community.

Student recruitment

- Student and family recruitment emphasizes of the mission and vision of the school via our web page, social media and the social justice educational community as well as outreach and school tours for prospective families. One of RIC's greatest strengths is its ability to attract Black, Brown, ELs, and physically and neurologically diverse families.

Accessibility of Materials and Resources

- Translation of all documents and materials into Spanish. This supports the inclusion and attraction of
- Food and Health Support: We provide vital support for our students and families through our food pantry that includes canned goods and fresh fruit and vegetables in a farmers market style so families can grab what they need. We also provide a fully stocked laundry room for families.
- Transportation Support: We assist all families in accessing our campus, including providing bus passes and setting up Carpool Wall where families can find and offer transportation based on zip code

Future Plans

We are committed to continuing to ensure the representation of diverse student populations, and as such we continue to deepen and develop the aspects of our program, mission, and vision that support these student populations.

- The addition of a full time Special Education Director, who works alongside our Elementary Resource Teacher, a Middle School Resource Teacher and Special Ed paraprofessionals to support our physically and neurologically diverse families and allows for students with IEPs to have the conditions of their IEPs met in a full inclusion setting.
- Our community school model, and community partnerships that meet the clothing, food, and medical needs of all of our families, are designed to support ELs, physically and neurologically diverse families, and especially our homeless youth.
- Our commitment to a continued focus on Dual Language is designed to retain current EL families and attract new ones.

3. Student engagement

Student Progress

Students are aware of their progress and learning via three primary structures:

- Individual Learning Plans
- Student Led Report Card Conferences
- ARC Reading Student-Teacher Conferences

Students Voice & Decision Making

At RIC, our students share their voice in multiple ways and are able to contribute directly to the governance of the school.

- Surveys
 - Students in grades K-8 can take TEN Survey.
- Open Forum
 - Students have an open forum to voice concerns to all staff. In addition, students can share concerns direct with the School Culture and Climate team.
- Shared Governance Team
 - Our Shared Governance Team will have student representatives elected by their peers per the Rosas Unidas contract.

Change Based on Students Input

- Students on Shared Governance

4. Family engagement

At RIC, family engagement and participation is essential to our community schools model. In addition to having consistently strong feedback from families on the quality of communication and the collaborative

culture, families at RIC hold leadership roles at the school and on the school board. This community based leadership is a unique and vital part of our school community.

Family Involvement Opportunities

- Provide Input and Feedback
 - Families attend town halls, focus groups, 1:1 interviews, complete TEN Surveys
- Communication to Families
 - Social Media
 - Parent Square (Family Newsletter)
- Leadership Bodies
 - PTA
 - Board Meetings: The RIC Board is in the process to transition to being fully parent-led.
 - Shared Governance Team: There is a parent co-chair of the Shared Governance Team.
- Volunteer Opportunities
 - Families are encouraged and welcome to volunteer at RIC. Some examples of volunteer efforts include: Guest teachers/lecturers, campus beautification (painting, repairs, murals), decorating, costume and set creation for theater productions.
- Family Engagement Nights
 - Community Resources: RIC has organized resource fairs have to connect our families to community resources. For example, we have provided a Dental Clinic on a Saturday with a partnership with University of the Pacific Dental School.
 - Academic Engagement: Last year, we held four families nights to support our families in understanding the academic program at RIC. These included opportunities to learn about the ARC Reading System, learning how to access online reading materials, and a STEM night.

Monitoring Student Progress

Families are aware of their progress and learning via three primary structures:

- Individual Learning Plans
- Student Led Report Card Conferences
- ARC Reading Student-Teacher Conferences

Voice and Decision Making

- Families voice concerns directly to teachers, front office staff, administrators, the board, in town hall meetings, focus groups, surveys and one on one interviews.
- Parents have positions on the Shared Governance Team. One of the two Co-Chairs must be a parent as outlined in the Rosas Unidas Contract.
- Parents now make up the majority of RIC Board members.

Changes Based on Parent Input

- Having Parents on the SGT and Board is directly connected to family feedback.

5. Teacher engagement

RIC is grounded in the principles of having a teacher-led school. This is reflected in our charter documents, is embodied in our Shared Governance Team, and is evidenced in our board membership.

Voice & Decision Making

- **Surveys:** Teachers complete the TEN Survey (referenced above) and additional teacher input surveys throughout the year.
- **Shared Governance Team:** Teachers make up a majority on the Shared Governance Team and one of the two co-chairs must be a teacher.
- **Rosas Unidas:** The teaching staff is part of a collective bargaining unit, Rosas Unidas, and have contributed to the leadership and decision making for the school community through collective bargaining.

Changes Based on Teacher Input

- Teachers roles on SGT and expanded number of positions on the RIC Board are a direct result of teacher feedback.

6. Performance of key student groups

Below is a summary of the strengths, areas for growth and planned actions to support different learners in our community.

A - ENGLISH LEARNERS

STRENGTHS

- We have Spanish speaking IAs at every grade level as a support.
- We have a K-1 Dual Immersion Focus.
- We continue Spanish Language Development K-5.
- Newcomers work with bi-lingual intervention teacher.

AREAS FOR GROWTH

- Clarifying our Dual Immersion model and how Spanish language will continue into middle school.

PLANNED ACTIONS

- Launching new intervention supports for English Learners

B - STUDENTS WITH DISABILITIES

STRENGTHS

Value of Inclusion

Our school values and design is deeply grounded in inclusion. This enables students and families of students with exceptional needs to experience connection and belonging at RIC.

Staffing Model

A strength of our program is our new staffing design for Special Education. Starting in the 2019-2020 school year, we have hired a Director of Special Education to oversee and support the program. The Director of Special Education is able to provide trainings and work with general education teachers so that they can support students needs in the classroom. In addition, we have paraprofessionals to support in the classroom.

Counseling Support

We have added a full-time counselor to provide additional support to students.

Areas for Growth

Having consistency and continuity between the entire program.

Planned Action

- Creation of a team approach to SPED with the Director of Special Education.
- Launching the inclusion via IAs pushing into classrooms.

C - STUDENTS IN NEED OF REMEDIATION

At RIC, our goal is to meet students where they are and assist them to grow to grade level standards. We do this in partnership and close communication families.

Strengths

Data Practices

We conduct baseline assessments at the beginning of the year to identify students needs. Based on these assessments, we use flexible group to support targeted interventions and supports for kind within the classroom.

Small Groupings

Teachers design instruction to meet needs or students, and having an Instructional Assistant in every classroom creates the conditions for more targeted support.

Flexible Scheduling

In our Middle School, we have single subject teachers who teach all grade levels (6-8). This enables teachers to have a depth of understanding of students over time and to understand the vertical alignment of learning. There are also opportunities within the schedule to provide flexible grouping.

Intense Support

In addition to the above support, teachers provide 1:1 after school tutoring and clinics focused on specific skill areas that students need to develop.

Areas for Growth

While we have several approaches and methodologies for support, the critical work still rests in our alignment and systematization of our efforts.

Planned Actions

To better support the differentiation of small groups and intervention times, we are expanding students access to quality adaptive intervention and learning platforms to support individualized learning paths.

D - STUDENTS PERFORMING ABOVE GRADE LEVEL

Strengths

Similar to how students are supported in the classroom with small groups, for students who have exceeded grade level mastery, the work and materials that engage with are at their level to support their continued growth and development.

Areas for Growth

Given the newness of the staff and the necessity to continue to develop the base curriculum and culture systems, the focus at this time is not on differentiation.

E- ADDITIONAL STUDENT GROUPS

An area of focus for our school community, is how we best support our students who have significant behavioral needs. Many of the students who join RIC at the upper grade levels, are coming to us because they were struggling in another school setting. We welcome and embrace the inclusion of all students at RIC, so we are eager to continue to develop our practices to ensure all students success.

Strengths

We have established a Culture and Climate Squad. These staff members are trained in restorative practices and they can hold restorative circles with students and families. Led by the Dean of Culture and Climate, the team consists of the Assistant Dean and recreational Specialist. All staff are also trained in mindfulness techniques, and we will be expanding that program.

Areas for Growth

We have identified that there has been inconsistency in our approach to supporting positive behavior within our school community. As was evidenced in the parent survey, some of the lowest ranked areas involve climate and culture. At the same time, some of the highest ranked around involved how we support and hold our students and how we demonstrate love. We have recognized that we have a need to maintain that loving and affirming environment while ensuring that students are safe and that limits are clear and upheld.

Planned Actions

- Continue to build on the power of restorative circles with families to build relationships at deeper levels.
- We added Playworks to support students positive interactions and play during recess.

7. Governance

Does the governing board interact with students, parents, and/or teachers? If so, in what ways?

The majority of the governing board now consists of parents.

In addition, the board members participate in community engagement and feedback events.

Does the governing board evaluate the school leader?

The Governing Board evaluates the school leader.

Provide an example of a recent issue or policy that the board is working on.

Most recently, the board was directly involved in the negotiations as part of collective bargaining.

8. Innovation

What are 2-3 innovative practices at your school that could not be implemented in a district school setting?

- I. An innovative practice at Roses in Concrete is how the school is governed. At the Board level, the majority of the board members are parents and teachers. At the site level, there a Shared Governance Team.
- II. A second innovative practice rests on the content and focus of curriculum centering on racial, social, and food justice.
- III. Finally, while not impossible to happen in district schools, we committed to being a full service community school and we offer support for families including a food pantry and access to laundry facilities.

PERFORMANCE REPORT – DATA REQUEST

Supplemental Financial Information (for Year 5 of current charter term)

Percent of budget to be spent on facilities	
Percent of budget to be spent on teacher salaries	22%
Percent of budget to be spent on other staff salaries	29.2%

Demand/Waitlist Information (only for incoming grade levels: K, 6, 9)

Waitlist data should be from around the first day of school.

Year of Current Charter Term	Date of Lottery	Grade Level	# of Applicants	# of Available Spaces	# of Students on Waitlist (as of first day of school)
Year 1		K		48	
		1		48	
		2		48	
		3		48	
		4		48	
		5	N/A	N/A	N/A
		6	N/A	N/A	N/A
		7	N/A	N/A	N/A
		8	N/A	N/A	N/A
Year 2	3/4/2016	K	73	48	25
		1	18	6	12
		2	7	3	4
		3	8	16	0
		4	8	12	0
		5	4	16	0
		6	N/A	N/A	N/A
		7	N/A	N/A	N/A

		8	N/A	N/A	N/A
Year 3	3/7/17	K	175	48	42
		1	60	3	9
		2	66	6	25
		3	53	14	3
		4	49	7	22
		5	31	9	1
		6	62	12	2
		7	N/A	N/A	N/A
		8	N/A	N/A	N/A
Year 4	3/9/18	K	215	48	62
		1	101	3	61
		2	73	3	43
		3	60	11	6
		4	72	5	7
		5	56	0	23
		6	102	5	14
		7	27	4	3
		8	N/A	N/A	N/A
Year 5		K	139	44	0
		1	42	3	14
		2	54	0	22
		3	41	0	16
		4	35	0	11
		5	32	0	12
		6	71	8	21

		7	29	9	0
		8	17	6	0

Pupil Mobility

Subgroup	<u>Number</u> of Students					<u>Percent</u> of Total Enrollment				
	Year 1	Year 2	Year 3	Year 4	Year 5*	Year 1	Year 2	Year 3	Year 4	Year 5*
Students who joined the school other than at the usual time of admission	35	55	50	82	N/A					
Students who left the school other than at the usual time of leaving	41	60	59	42	N/A					

* Enter most recent data available.

Enrollment (for Year 5 of current charter term)

Student Group	<u>Number</u> Enrolled	<u>Percent</u> of Total Enrollment
Total Enrollment	229	100%
Asian	0	0%
Black or African American	67	29.25%
Filipino	0	0%
Hispanic or Latino	27	12.80%
Native American or Alaskan Native	1	Less than 1%
Native Hawaiian or Pacific Islander	1	Less than 1%
White	0	0%
Two or More Races	123	53.71%
Race Not Reported	0	0%
Male	111	48.47%
Female	118	51.53%
Homeless Students	4	1.75%
Foster Youth	3	1.31%

FRPM-Eligible/ Economically Disadvantaged	149	65%
English Learners	14	6.11%
Students with Disabilities	23	10.04%

** If official data for certain student groups are not yet available, please provide the most updated unofficial number.*

Enrollment Projections

For the upcoming charter term, projected enrollment for each year

	2020-21	2021-22	2022-23	2023-24	2024-25
Projected Enrollment	28	308	332	356	380

Maximum enrollment of school during the upcoming charter term: 380

Expulsions

Subgroup	Year 1	Year 2	Year 3	Year 4
Schoolwide	0	0	0	0
Asian	0	0	0	0
Black or African American	0	0	0	0
Filipino	0	0	0	0
Hispanic or Latino	0	0	0	0
Native American or Alaskan Native	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0
White	0	0	0	0
Two or More Races	0	0	0	0
Race Not Reported	0	0	0	0
Male	0	0	0	0
Female	0	0	0	0
Homeless Students	0	0	0	0
English Learners	0	0	0	0
Students with Disabilities	0	0	0	0

	Year 1	Year 2	Year 3	Year 4	Year 5
Total # of classroom teachers	10	12	15	16	11

# of new classroom teacher hires	10	7	9	4	5
# of classroom teachers retained from prior year	N/A	5	6	12	6
# of classroom teachers that left their position prior to the end of the school year (e.g. resigned, quit, terminated)	1	0	2	4	0
# of currently vacant classroom teaching positions (FTEs)					0

Teacher Ethnicity (for Year 5 of current charter term)

Total # of classroom teachers	11
# Asian	1
# Black or African American	4
# Hispanic or Latino	4
# White	0
# Other Ethnicity or Missing	2

# of new classroom teacher hires	10	7	9	4	5
# of classroom teachers retained from prior year	N/A	5	6	12	6
# of classroom teachers that left their position prior to the end of the school year (e.g. resigned, quit, terminated)	1	0	2	4	0
# of currently vacant classroom teaching positions (FTEs)					0

Teacher Ethnicity (for Year 5 of current charter term)

Total # of classroom teachers	11
# Asian	1
# Black or African American	4
# Hispanic or Latino	4
# White	0
# Other Ethnicity or Missing	2

PERFORMANCE REPORT – FACILITIES AND MATERIAL REVISIONS

Facilities
Please respond to the following:
Does your lease extends through the end of your requested charter term? If not, please describe your plans for a facility solution.
<p>Our current lease extends through June 2024 and our requested charter term will extend through June 2025. To close the one year gap between the end of the lease and the end of the five year charter term, we plan to renegotiate an extension of our existing lease.</p>
Do you anticipate applying for Prop 39 during the course of the upcoming charter term?
<p>No. Our current campus site is adequate for our current facilities needs. If funds become available from a donor and per the terms of our current lease, we may opt to build additional facilities on our existing site, renovate existing spaces, or replace older portables with new space to better support our program.</p>

Material Revisions
NONE PLANNED

CODE OF CONDUCT: “DEFINITE DOZEN”

The Roses in Concrete Community School (K-8) will develop an age-appropriate code of conduct based on the “Definite Dozen” used by the Lead Petitioner, Jeff Duncan-Andrade at the East Oakland Step to College program which produced extraordinary results..



THE DEFINITE DOZEN

“Discipline yourself so that no one else has to.”

TO ENTER YOUR REVOLUTIONARY STATE OF MIND

1. **Be responsible** (To yourself, to your family, to your community, to our world.)
2. **Be respected, be respectful** (Respect yourself. Demand that others respect you. Respect others.)
3. **Be honest** (Leaders don't make excuses, they make improvements.)
4. **Be loyal** (Stand alongside those who have the least.)

TO DISCIPLINE YOUR REVOLUTIONARY STATE OF MIND

5. **Work** (Everyday, everywhere.)
6. **Study** (To study is a revolutionary duty.)
7. **Character over reputation** (Character is who you are when no one else is looking. Reputation is who other people say you are.)
8. **Believe** (Doubters never win, revolutionaries never doubt.)

TO BUILD A SUCCESSFUL REVOLUTION

9. **Be self-critical** (No revolution is complete without a culture of self-improvement. There is no culture of self-improvement without a culture of self-reflection.)
10. **Acknowledge the knowledge** (Teach and be teachable.)
11. **Build with allies, influence the enemy** (Execute the 5 phases: identify, analyze, plan, implement, evaluate.)
12. **Be relentless** (Never, ever give up.)

Roses in Concrete Charter Renewal Questions

RIC "Please answer these questions honestly and respectfully. This survey is an opportunity for your voices to be heard and to ensure you have a say in the future and focus of Roses in Concrete.

* Required

1. Email address *

2. I am a *

Mark only one oval.

- ☐ Student
- ☐ Staff
- ☐ Parent or Guardian
- ☐ Community Member

3. What classroom and grade am I in, is your child in, or do you work in ? *

4. I Identify my Race/ethnicity as: *

Mark only one oval.

- ☐ Black/African American
- ☐ Latino
- ☐ Mixed Race (2 or more races)
- ☐ Asian
- ☐ Filipino
- ☐ Pacific Islander/Native Hawaiian
- ☐ White/Caucasian
- ☐ American Indian/Native Alaskan
- ☐ Other:

5. I identify my gender as:

Check all that apply.

	Male	Female	Prefer Not To Say
Non Binary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TransGender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CisGender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Academics

6. Roses in Concrete: *

Mark only one oval per row.

	Strongly disagree	Disagree	Neutral	Agree	Strongly Agree
Connects student learning to their culture and community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Teaches students to apply lessons to their lives	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Develops critical thinking skills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Uses multiple ways to assess student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Uses Effective teaching and learning strategies	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Please provide any feedback or anything that comes up regarding the previous items

Culture

8. Roses in Concrete: *

Mark only one oval per row.

	Strongly disagree	Disagree	Neutral	Agree	Strongly Agree
Helps students guide and lead others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Creates a supportive academic culture	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Helps students be self reflective	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shows solidarity with students and families	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

9. Roses in Concrete develops students that show: *

Mark only one oval per row.

	Strongly disagree	Disagree	Neutral	Agree	Strongly Agree
Self discipline	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Integrity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Love	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hope	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justice for all communities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Equity for all communities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Character	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Intellectual Growth	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

10. **Roses in Concrete encourages our students to be engaged in:** *

Mark only one oval per row.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Academics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Arts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Athletics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other Extra curricular Activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

11. **Roses in Concrete has deep and caring relationships with students and families** *

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

12. **Roses in Concrete gives students and families:** *

Mark only one oval per row.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Love	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Security	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nourishment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

13. **Roses in Concrete:** *

Mark only one oval per row.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Builds trusting relationships with students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Creates a community environment in classrooms	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

14. **Roses in Concrete is responsive to the needs of students and families**

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

15. **Please provide any feedback or anything that comes up regarding the previous items**

Social & Emotional

35. Roses in Concrete develops Visual & Performing Arts in students

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

36. Roses in Concrete supports student creativity and innovation

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

37. Roses in Concrete develops Dual Language (Spanish & English) in students

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

38. Roses in Concrete develops STEM (Science, Technology, Engineering, and Mathematics) in students

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

39. In the next few years Roses in Concrete should keep:

Mark only one oval per row.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Visual and Performing Arts (VAPA)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dual Language	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
STEM	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Racial Justice Focus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Social Justice Focus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Restorative Justice Focus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Culturally & Linguistically Sustaining Focus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

40. What programs & policies at Roses do you want to keep as is?

41. What programs and policies at Roses do you want to keep, but change and what would you like to change?

42. What programs and policies are NOT important to the future of Roses?

Opinion

43. What three things does Roses do well?

44. What three things must Roses improve?

45. Do you have any ideas you want to share on how to improve Roses (provide details to your answer above)?

46. Does it feel like there is enough staff at Roses to do the work that needs to be done?

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

47. Does it feel like there is shared decision making at Roses?

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

48. Are people regularly recognized and rewarded for their work/service at Roses?

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

49. Does Roses help people work together to achieve a higher purpose?

Mark only one oval.

	1	2	3	4	5	
Strongly Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Strongly Agree

50. Does Roses in Concrete create an environment:

Mark only one oval per row.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Of trust	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
That provides mentors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Of healthy communication	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Of healthy ways to resolve conflict	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
That helps people work together toward a common goal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Of Safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

51. What would need to be true about the school for you to stay at Roses?

52. What might make you leave Roses?

☐ Send me a copy of my responses.

Roses in Concrete: [Connects student learning to their culture and community]	Roses in Concrete: [Teaches students to apply lessons to their lives]	Roses in Concrete: [Develops critical thinking skills]	Roses in Concrete: [Uses multiple ways to assess student learning]	Roses in Concrete: [Uses Effective teaching and learning strategies]	Roses in Concrete: [Helps students guide and lead others]
4	5	5	4	5	4
4	4	3	3	2	4
4	3	2	2	2	1
4	3	3	3	3	4
4	4	4	4	4	4
4	4	3	3	4	3
4	2	3	2	2	3
3	3	4	3	4	2
3	3	3	4	4	3
3	1	1	1	1	3
3	3	3	1	2	3
3	2	3	2	3	2
3	3	4	4	3	3
3	3	4	3	2	4
5	3	1	1	1	3
5	2	4	3	4	4
5	5	5	5	4	4
5	5	5	4	5	5
5	5	4	4	4	5
5	4	4	4	3	5
5	2	3	3	1	4
5	4	4	3	4	4
5	5	5	5	5	5
5	5	5	4	5	4
5	4	3	4	3	5
5	5	5	5	5	5
5	5	5	5	5	5
1	1	1	1	1	1
1	1	1	4	1	4
3.93	3.40	3.43	3.17	3.13	3.60

Roses in Concrete: [Creates a supportive academic culture]	Roses in Concrete: [Helps students be self reflective]	Roses in Concrete: [Shows solidarity with students and families]	Roses in Concrete develops students that show: [Self discipline]	Roses in Concrete develops students that show: [Integrity]	Roses in Concrete develops students that show: [Love]
5	4	4	4	4	4
3	4	4	3	4	4
2	1	2	2	2	3
4	4	4	4	4	4
4	4	4	4	4	4
5	3	5	4	4	4
2	3	3	1	3	3
2	4	2	2	2	3
2	4	3	3	4	4
2	1	3	1	1	3
2	3	3	3	3	3
2	2	2	3	3	3
2	4	3	3	3	4
4	3	2	4	4	4
1	2	2	3	3	3
4	4	2	1	2	2
4	4	5	5	5	5
5	5	5	4	5	5
5	5	5	5	5	5
5	4	5	4	4	5
2	4	1	3	4	4
4	4	4	4	3	4
5	5	5	5	5	5
4	5	5	4	4	5
5	5	5	3	4	4
5	5	5	5	5	5
5	5	5	5	5	5
1	1	1	5	5	5
1	1	1	1	1	1
3.27	3.50	3.37	3.30	3.60	3.87

Roses in Concrete develops students that show: [Hope]	Roses in Concrete develops students that show: [Justice for all communities]	Roses in Concrete develops students that show: [Equity for all communities]	Roses in Concrete develops students that show: [Character]	Roses in Concrete develops students that show: [Intellectual Growth]	Roses in Concrete encourages our students to be engaged in: [Academics]
5	4	4	4	5	5
4	4	4	3	3	3
3	3	3	2	2	3
4	4	4	4	4	4
4	4	4	4	4	4
4	4	4	4	4	4
3	4	4	3	2	3
3	4	3	2	2	3
4	5	5	3	3	3
2	3	3	1	1	3
3	3	3	3	3	3
3	3	3	3	3	3
4	2	2	4	4	3
4	4	4	4	4	4
3	3	3	3	3	3
3	4	4	3	4	3
5	5	5	5	5	5
5	5	5	5	5	4
5	5	5	5	5	4
5	5	5	4	4	4
2	1	3	3	1	3
4	5	5	4	3	4
5	5	5	5	5	5
5	5	5	5	5	4
4	4	4	4	4	3
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
1	1	1	1	1	1
3.80	3.90	3.87	3.60	3.50	3.57

Roses in Concrete encourages our students to be engaged in: [Arts]	Roses in Concrete encourages our students to be engaged in: [Athletics]	Roses in Concrete encourages our students to be engaged in: [Other Extra curricular Activities]	Roses in Concrete has deep and caring relationships with students and families	Roses in Concrete gives students and families: [Love]	Roses in Concrete gives students and families: [Security]
5	4	4	4	4	4
4	3	3	3	3	3
3	3	3	2	3	2
4	3	3	5	4	4
4	2	2	3	4	3
5	3	3	4	4	3
5	2	3	3	3	2
4	1	1	2	2	2
5	3	5	5	4	2
1	3	1	5	3	3
3	2	3	3	3	1
4	1	1	3	3	2
4	3	4	2	4	3
4	3	4	2	4	2
3	3	3	5	2	2
5	4	3	4	4	4
4	3	4	4	4	4
5	4	5	5	5	4
5	3	5	5	4	4
5	4	5	5	5	4
5	1	1	4	2	1
5	3	3	4	4	3
5	3	4	5	5	4
5	4	4	5	4	4
5	3	4	4	4	4
5	5	5	5	5	5
5	5	5	5	5	5
5	2	3	5	5	5
5	1	5	4	1	1
4.37	2.90	3.40	3.93	3.63	3.03

Roses in Concrete gives students and families: [Nourishment]	Roses in Concrete gives students and families: [Care]	Roses in Concrete: [Builds trusting relationships with students]	Roses in Concrete: [Creates a community environment in classrooms]	Roses in Concrete is responsive to the needs of students and families	Roses in Concrete meets the: [Social Needs of Students]
4	4	5	5	4	4
3	4	4	3	3	4
3	4	3	2	2	2
4	4	4	3	5	3
3	3	3	3	3	3
3	5	4	4	4	4
3	3	3	3	1	3
2	2	2	2	2	1
3	4	3	4	3	4
3	3	1	1	3	1
3	3	3	3	2	2
3	3	3	3	3	3
3	4	2	3	2	2
4	3	4	4	2	4
2	2	3	2	1	3
2	3	2	2	4	3
3	4	4	5	4	5
5	5	5	5	5	5
4	4	5	5	5	3
4	5	4	5	5	4
2	2	1	1	2	3
5	4	3	4	4	4
4	5	5	5	5	5
4	4	5	5	4	5
4	4	3	3	4	4
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
5	5	4	1	1	1
3.57	3.77	3.53	3.43	3.30	3.37

Roses in Concrete meets the: [Emotional Needs of Students]	Roses in Concrete meets the: [Psychological Needs of Students]	Roses in Concrete teaches students to: [Respect each other]	Roses in Concrete teaches students to: [Love each other]	Roses in Concrete teaches students to: [Protect each other]	Roses in Concrete teaches students to: [Take responsibility for their own learning]
4	4	4	4	4	5
4	3	4	4	4	3
1	1	3	3	3	3
4	4	4	4	4	4
3	3	4	4	4	4
4	4	4	4	4	3
2	1	3	3	2	4
1	1	3	3	3	3
3	3	4	4	4	4
1	1	5	5	5	1
1	1	4	4	4	3
3	3	3	3	2	2
2	2	2	3	3	2
2	4	3	3	3	4
5	5	3	3	3	3
2	2	3	3	3	4
4	4	5	5	5	5
5	4	5	5	5	4
3	3	5	5	5	5
4	4	4	4	4	4
1	1	3	3	3	3
4	3	4	4	4	3
5	5	5	5	5	5
4	4	5	5	5	4
4	3	4	4	4	4
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
1	1	1	5	1	1
3.10	3.00	3.77	3.93	3.73	3.53

Roses in Concrete teaches students to: [Listen and take turns speaking]	Roses in Concrete teaches students to: [Make mindful decisions]	Roses in Concrete teaches students to: [Honor community expectations]	Roses in Concrete teaches students to: [Find solutions to problems]	Roses in Concrete has a culture that is welcoming to parents/guardians	Roses in Concrete parents/guardians are regularly asked if the school is meeting their students needs
5	5	5	5	4	4
4	4	4	3	4	2
2	1	3	3	3	1
4	4	4	4	4	2
4	4	4	4	4	4
4	4	4	3	4	3
4	4	4	4	3	1
4	3	3	3	2	1
4	4	4	4	4	4
3	1	1	1	3	1
3	4	4	4	5	2
3	3	3	3	3	1
3	3	2	3	2	2
4	4	4	4	4	1
3	3	3	3	3	1
4	3	4	4	5	4
5	4	5	4	5	2
4	5	5	5	5	4
5	5	5	5	5	5
5	5	4	5	5	3
4	2	2	1	1	1
4	4	4	3	4	4
5	5	5	5	5	4
4	4	4	4	5	3
4	4	4	4	5	4
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
1	5	5	4	5	5
3.83	3.77	3.83	3.70	3.93	2.83

Roses in Concrete seeks input about how to best engage the community	Roses in Concrete provides opportunities for parents/guardians to be involved in meaningful ways	Roses in Concrete regularly asks pupils, parents, and teachers to voice their opinion on their sense of safety and school connectedness	Roses in Concrete has an open door policy for parents to visit and communicate with school administration about the school's discipline policy	Parents receive regular notification of student behavior	Roses in Concrete staff frame behavior management in terms of inclusion and human safety
5	5	5	5	4	5
3	4	3	4	4	4
4	4	2	5	3	2
4	4	4	5	5	5
4	4	4	4	3	3
4	4	3	3	3	4
2	3	2	3	5	3
1	1	1	1	2	1
4	4	3	4	1	2
3	3	4	1	5	4
2	3	2	4	3	3
1	1	1	1	2	2
2	2	2	2	1	2
3	4	1	1	1	1
3	3		3	1	3
4	3	3	4	4	3
2	4	2	1	3	4
4	5	4	4	4	5
5	5	5	4	3	4
4	5	3	4	3	3
1	1	2	1	1	1
4	4	4	4	3	3
4	4	4	5	5	4
3	3	3	3	3	3
5	5	3	3	4	3
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	4	1
3.40	3.63	3.14	3.33	3.20	3.13

Roses in Concrete: [Has clear behavior expectations]	Roses in Concrete: [Has clear behavior policies]	Roses in Concrete: [Has a clear suspension & expulsion policy]	Roses in Concrete: [Has fair behavior expectations & policies]	Roses in Concrete students are offered mediation when they harm the community	Roses in Concrete has behavior expectations and policies that allow conflicts to be resolved
4	4	4	4	5	5
4	3	3	4	3	4
1	1	1	3	1	1
4	4	4	4	5	5
3	2	3	3	3	3
2	4	3	4	3	3
3	3	3	3	3	3
2	2	2	2	1	1
4	2	4	3	3	3
4	4	4	1	3	1
3	3	1	3	3	2
1	1	1	1	2	2
1	1	1	3	1	1
1	1	1	1	4	1
1		1	1	5	5
1	1	1	1	5	4
3	3	3	3	3	3
4	4	4	4	4	4
4	3	3	4	3	4
5	5	3	5	4	4
1	1	1	1	1	1
3	3	3	3	3	4
3	3	3	3	4	4
3	3	3	3	3	3
4	2	4	4		4
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
1	1	1	1	1	1
2.87	2.76	2.70	2.93	3.17	3.07

Roses in Concrete develops a sense of racial justice	Roses in Concrete develops a sense of social justice	Roses in Concrete develops Visual & Performing Arts in students	Roses in Concrete supports student creativity and innovation	Roses in Concrete develops Dual Language (Spanish & English) in students	Roses in Concrete develops STEM (Science, Technology, Engineering, and Mathematics) in students
4	4	4	4	5	4
4	4	4	5	4	3
4	4	4	4	4	3
5	5	5	5	5	4
4	4	4	4	4	4
4	4	4	5	4	4
4	4	4	4	3	3
2	2	3	2	1	1
5	5	5	5	3	4
5	5	1	1	1	2
4	5	5	5	3	3
2	2	3	3	3	2
2	2	2	3	1	1
5	5	5	5	5	3
5	5	5	5	3	3
4	5	5	5	4	4
5	5	3	5	5	3
5	5	5	5	5	4
5	5	5	5	5	3
5	5	5	5	4	3
5	5	5	5	2	2
4	4	5	5	5	4
5	5	5	5	4	4
5	5	5	5	5	3
5	5	5	5	3	4
5	5	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
2	2	5	5	2	2
4.17	4.23	4.40	4.37	3.50	3.20

11

In the next few years Roses in Concrete should keep: [Culturally & Linguistically Sustaining Focus]	What programs & policies at Roses do you want to keep as is?	What programs and policies at Roses do you want to keep, but change and what would you like to change?	Does it feel like there is shared decision making at Roses?	Are people regularly recognized and rewarded for their work/service at Roses?	Does Roses help people work together to achieve a higher purpose?
5			4	4	4
4			3	3	3
5			5	3	3
4			5	5	4
4			3	2	3
4			4	3	3
4			2	2	2
5			1	1	1
5			2	2	3
5			1	1	1
5			3	2	2
3			1	1	1
5			2	1	2
4			1	1	3
5			1	1	1
4			3	3	3
5			4	3	3
5			4	4	4
5			3	3	4
5			3	3	4
5			1	1	1
4			3	3	3
5			4	3	4
5			4	3	4
5			4	4	4
5			5	3	5
5			4	5	5
5			5	5	5
5			2	1	5
4.63	#DIV/0!	#DIV/0!	2.93	2.57	3.07

Does Roses in Concrete create an environment: [Of trust]	Does Roses in Concrete create an environment: [That provides mentors]	Does Roses in Concrete create an environment: [Of healthy communication]	Does Roses in Concrete create an environment: [Of healthy ways to resolve conflict]	Does Roses in Concrete create an environment: [That helps people work together toward a common goal]	Does Roses in Concrete create an environment: [Of Safety]
4	4	4	4	4	4
3	4	4	4	3	4
3	3	3	3	3	3
4	4	4	4	4	4
3	3	3	3	3	3
4	3	3	4	3	4
	4		2		
2	2	2	2	2	3
3	2	2	3	3	2
1	1	1	1	1	4
3	4	2	3	3	2
1	1	1	1	1	1
1	3	3	3	1	2
2	3	4	2	2	2
1	2	2	2	2	1
3	4	2	3	3	3
5	4	4	4	4	4
5	4	5	5	5	4
5	5	5	5	5	5
4	4	4	4	4	4
1	1	1	1	1	1
3	4	3	4	3	3
4	4	4	4	5	4
4	4	4	4	4	4
4	4	4	3	4	2
5	3	5	5	5	5
5	5	5	5	5	5
5	5	5	5	5	5
1	4	1	2	2	1
3.10	3.30	3.14	3.17	3.17	3.10

Areas of Strength Identified by Parents on Spring 2020 Survey 5 = Strongly Agree, 1= Strongly Disagree	
Survey Question	Average Response
RIC develops Visual & Performing Arts in students	4.4
RIC supports student creativity and innovation	4.37
RIC develops a sense of social justice	4.23
RIC develops a sense of racial justice.	4.17
RIC has deep and caring relationships with students and families	3.93
RIC teaches students to love each other.	3.93
RIC has a culture that is welcoming to parents/guardians.	3.93
Areas of Need Identified by Parents on Spring 2020 Survey 5 = Strongly Agree, 1=Strongly Disagree	
Survey Question	Average Response
Are people regularly recognized and rewarded for their work/service at Roses?	2.57
RIC has clear suspension & expulsion policy.	2.7
RIC has clear behavior policies.	2.76
RIC parents/guardians are regularly asked if the school is meeting their students needs	2.83
RIC has clear behavior expectations	2.87
RIC encourages our students to be engaged in: [Athletics]	2.9
RIC has fair behavior expectations & policies.	2.93
Does it feel like there is shared decision making at Roses?	2.93

QUALITY	ALL	STUDENTS	FAMILIES	TEACHERS	ADMINS
Develops critical thinking skills	8.6	8	8.6	9.6	7.5
Builds relationships with families and community	8.2	8	8	9.3	10
Uses effective teaching and learning strategies	8.3	7.9	8.2	9.3	10
Connects learning to the cultures of students and families	8.7	7.8	8.9	9.1	7.5
Shows real care for every student	8.4	7.8	8.4	9.2	10
Teaches students to apply lessons to their lives	8.5	7.6	8.5	9.8	7.5
Builds trusting relationships with students	8.5	7.6	8.5	9.1	10
Creates supportive academic culture	8.2	7.6	8.2	9.1	7.5
Uses multiple ways to evaluate student learning	8.3	7.5	8.3	9.6	—
Builds community in the classroom	8.3	7.4	8.3	8.8	—
Is self-reflective	8.2	7.4	8.1	9.8	7.5
Shows solidarity with students and families	8.1	7.3	8.1	9.3	7.5

Daily Bell Schedule 2019-20

Roses In Concrete Community School

Monday - Tuesday - Thursday - Friday				
Arrival				
7:30-8:30 8:30		Arrival & Breakfast School Begins - Drum Circle on Blacktop [K-8th]		
Prep & Lunch/Recess				
ARTS	Time Block	Time Block	LUNCH	RECESS
---	---	9:45-10:00	---	Kinder/1st/2nd
---	---	10:15-10:30	---	3rd/4th/5th Grade
---	---	10:30-10:50	Kindergarten & 1 st	---
---	---	10:55-11:15	---	Kindergarten & 1 st
11:15-12:00	MS	11:00-11:20	2ND/5TH	---
12:05-12:45	3rd/4th	11:25-11:45	---	2ND/5TH
12:45-1:30	2nd/5th	11:20-11:40	3RD/4TH	---
1:30-2:15	K/1st	11:45-12:00	---	3RD/4TH
---	---	12:00-12:20	MS	Kinder/1st PM
---	---	12:25-12:45	---	MS
---	---	1:50-2:05	---	2nd/3rd PM
Dismissal				
3:00		Kinder & 1st Dismissal		
3:15		2nd-8th Dismissal		
3:00/3:15-6:00		Afterschool Program		

Early Out Wednesday				
7:30-8:30 8:35		Arrival & Breakfast School Begins - Drum Circle on Blacktop [K-8th]		
ARTS	Time Block	Time Block	LUNCH	RECESS
---	---	9:45-10:00	---	---
9:45-10:30	2ND/5TH	10:15-10:30	---	---
10:30 - 11:15	3rd/4th	10:30-10:50	Kindergarten & 1 st	---
11:15 - 12:00	MS	10:55-11:15	---	Kindergarten & 1 st
12:00 - 12:45	K/1st	11:00-11:20	2ND/5TH	---
---	---	11:25-11:45	---	2ND/5TH
---	---	11:20-11:40	3RD/4TH	---
---	---	11:45-12:05	---	3RD/4TH
---	---	12:00-12:20	MS	---
---	---	12:25-12:45	---	MS
---	---	1:50-2:05	---	---
Dismissal				
2:00 - Dismissal for All				
2:00 - 6:00 pm - After School Program				

	Fall	Winter	Spring
Parent Conferences	Nov 27-Dec 1	March 19-23	none
Baseline Data/ Assessment	September	February	April
Assessment Window	Oct 30-Nov 10 (data entry due)	Feb 26-March-9 (data entry due)	May 28-June 8 (data entry due)
SBAC			TBD
Exhibition Nights Morning/ Evening	Nov 9	March 8	June 13/14
Theme	<p><u>Self Love and Knowledge</u> <u>Respect for Others</u></p> <p><u>Ethnic Studies:</u></p> <p>1. FAMILIES AND COMMUNITY</p> <p>2. ANCESTORS</p> <p><u>Science:</u></p> <p>3. WHAT IS SCIENCE AND A SCIENTIST?</p> <p>4. WEATHER AND SKY</p> <p>5. MIGRATION IS BEAUTIFUL</p> <p><u>Writing:</u></p> <p>6. STUDENT OF THE DAY</p> <p>7. NARRATIVE</p> <p>8. INTRO TO ALL ABOUT</p> <p>9. INTRO TO OPINION AND PERSUASIVE</p>	<p><u>Issues of Social Justice</u></p> <p><u>Ethnic Studies:</u></p> <p>11. SOCIAL MOVEMENTS AND SOCIAL CHANGE</p> <p><u>Science:</u></p> <p>12. EXPLORING MATTER</p> <p>13. ANIMALS</p> <p><u>Writing:</u></p> <p>14. FICTION</p> <p>15. ALL ABOUT</p>	<p><u>Awareness Raising: Social Action</u></p> <p><u>Ethnic Studies:</u></p> <p>17. BOYCOTTS, PROTESTS, AND MARCHES</p> <p>18. CAMPAIGNS</p> <p><u>Science:</u></p> <p>19. FORCES, MACHINES AND ENGINEERING</p> <p>20. ALL ABOUT PLANTS</p> <p>21. OUR EARTH</p> <p><u>Writing:</u></p> <p>22. REVISIT OPINION / PERSUASIVE</p> <p>23. HOW TO</p>

	<p><u>Reading:</u> 10.</p> <p><u>Concepts of Print:</u></p> <ul style="list-style-type: none">- Identifying front of book- Identifying title of book- Knowing that the print tells the story / Knowing where to begin reading- Left to right directionality for reading- Return sweep- Knowing how to turn pages- Concept of letters- Distinguishing capital and lower case letters- Concept of words- Distinguishing between first and last letter in a word- One to one correspondence while reading- Concept of periods stop the sentence- Be able to recognize at least 25 power words by sight- Repeat the pattern in a yellow level book- Point under words as you read- Match the first letter sound to the picture	<p><u>Reading:</u> 16. FICTION VS. NONFICTION</p> <p><u>Phonemic Awareness:</u></p> <ul style="list-style-type: none">- be able to hear words that rhyme- create rhyming words- distinguish between the first and last sound in a word- blend phonemes into words- segment and count sounds in words- Blends and digraphs- Be able to recognize at least 60 power words by sight- Be able to read and comprehend 1 Green books	<p><u>Reading:</u> 24. READING COMPREHENSION AND RETELLING</p> <ul style="list-style-type: none">- Be able to recognize at least 75 power words by sight- Be able to read and comprehend 1 Green Books and start reading and comprehending 2 Green Books- Blends, digraphs, vowel patterns, silent e, r controlled words
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MPO	Roses in Concrete MPOs	Category
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 four percent or achieve a level of 75 percent.	All
2	By the end of the charter term, for each statistically significant student group (Latino, Low-Income, African American, EL), increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least four percent or achieve a level of 75 percent.	Subgroup
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 four percent or achieve a level of 75 percent.	All
4	By the end of the charter term, for each statistically significant student group, (Latino, African American, EL, Low-Income) increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least four percent or achieve a level of 75 percent.	Subgroup
5	Each year, the percent of students who are high achieving or high growth on the Reading portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met.	All
6	Each year, for each statistically significant student group (Latino, Low Income, EL, African American), the percentage of students who are high achieving or high growth on the Reading portion of the NWEA will grow by 1% annually until the goal of 80% or greater is met.	Subgroup

7	By the end of the charter term, increase the percentage of English Learners meet the English Learner progress indicator criteria as defined by the California state dashboard by at least four percent or until a level of 75% is met.	Subgroup
8	Each year, have less than 5 percent of students absent more than 10% of the school days (chronic absence).	ALL
9	Each year, for each statistically significant student group (Latino, Low-Income, EL, African American) have less than 5 percent of students absent more than 10% of the school days (chronic absence).	Subgroup
10	Each year, at least 70% percent of both students and families positively rate school safety.	
11	Each year, at least 70% percent of both students and families positively rate academic instruction.	
12	Each year, at least 70% percent of both students and families positively rate their voice in school decision-making and/or opportunity for feedback.	
Site MPO 1		All
Site MPO 2		All



CINCINNATI OH 45999-0038

In reply refer to: 0248222119
July 16, 2015 LTR 4168C 0
46-5649314 000000 00
00024171
BODC: TE

ROSES IN CONCRETE
4551 STEELE ST
OAKLAND CA 94619

Employer Identification Number: 46-5649314
Person to Contact: Kaye Keyes
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 07, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April, 2015.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(ii).

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 sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248222119

July 16, 2015 LTR 4168C 0

46-5649314 000000 00

00024172

ROSES IN CONCRETE
4551 STEELE ST
OAKLAND CA 94619

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

**BYLAWS
OF
ROSES IN CONCRETE**
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this Corporation is Roses in Concrete.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is City of Oakland, County of Alameda, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools, to support and improve urban education, and to create a model that prioritizes the needs of youth and families as the pathway to building healthy and sustainable communities across the U.S. and around the world. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality

of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V CORPORATIONS WITHOUT MEMBERS

Section 1. **CORPORATIONS WITHOUT MEMBERS.** The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law and Section 5056 of the California Corporations Code. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate. The corporation may from time to time use the term "members" to refer to persons associated with it, but such persons shall not be members within the meaning of Section 5056 of the California Corporations Code.

ARTICLE VI NONPARTISAN ACTIVITIES

Section 1. **NONPARTISAN ACTIVITIES.** This corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the charitable purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VII BOARD OF DIRECTORS

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than three (3) and no more than twenty-five (25), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors. The Principal of the charter school and the President of the Parents Association shall be Board Directors, ex officio, but shall not have any power to vote as such.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49% of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the Corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified. Directors may serve any number of consecutive terms.

Section 6. NOMINATIONS BY COMMITTEE. The Chairperson of the Board of Directors or, if none, the Vice Chair will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 8. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairperson of the Board, if any, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 9. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except upon notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 10. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 11. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) and the California Corporations Code. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 15. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 16. NOTICE OF MEETINGS. Notice of the date, time, and place of meetings shall be delivered personally to each director or communicated to each director by telephone (including a voice messaging system which records and communicates messages), facsimile, or electronic mail at least forty-eight (48) hours prior to the meeting, or communicated by telegraph, express mail service, first-class mail, or by other means of written communication, charges prepaid, addressed to the director at the director's address as it is shown upon the records of the corporation, deposited in the mails or given to the telegraph company or express mail company or other carrier at least four (4) days before the date of the meeting. The notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting, prior to the meeting or at its commencement, the lack of notice to such director. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairperson of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairperson of the Board has not been elected then the Secretary is authorized to call a special meeting in place of the Chairperson of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the California Corporations Code and the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall receive notice of the special meeting in the manner described in Section 16 above. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district or school districts in which Roses in Concrete operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be

listed on the agenda;¹

- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 20. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. 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 of directors from the meeting, provided that any 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, the Articles of Incorporation or these Bylaws. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted. Directors may not be compensated for rendering services to this corporation in any capacity other than director, unless such compensation is reasonable and approved as provided in Section 4 of this Article.

Section 23. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. Roses in Concrete and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232(g) and attendant regulations as they may be amended from time to time.

ARTICLE VIII COMMITTEES OF THE BOARD

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 1. CREATION AND POWERS OF COMMITTEES. The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members if this were a membership corporation;
- b. Fill vacancies on, or remove the members of, the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

No committee shall bind the corporation in a contract or agreement or expend corporate funds, unless authorized to do so by the Board of Directors.

The Board may also create one or more advisory committees that do not have the authority of the Board, composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of school faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if

applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

ARTICLE IX OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall consist of a Chairperson, Secretary, and Treasurer. The Corporation, at the Board's direction, may also have a Vice-Chair, and such other officers as the Board may designate by resolution. The officers, in addition to the corporate duties set forth in this Article IX, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairperson of the Board.

Section 3. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. CHAIRPERSON OF THE BOARD. If a Chairperson of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairperson of the Board of Directors is elected, there shall also be a Vice-Chair of the Board of Directors. In the absence of the Chairperson, the Vice-Chair shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. SECRETARY. The Secretary, or his or her designee, shall be custodian of

all records and documents of the Corporation. He or she shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 9. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the Chairperson of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

Section 10. PRINCIPAL. The Principal of the charter school shall have the general powers and duties of management usually vested in the office of the Executive Director of a non-profit corporation, and shall have such other powers and duties as may be prescribed by the Board. The Principal shall be an ex officio member of the Board of Directors, but shall not have any power to vote as such. The Principal shall be the educational head of the corporation and shall be responsible to the Board for the formulation, with the advice and consent of the Board, of the educational policy and plans of the corporation, as well as for their administration. In addition to the general duties of administration, the Principal shall:

- a. Appoint teachers and report such appointments to the Board.
- b. Submit to the Board at the annual meeting, or any special meeting, a report of the operations and educational development of the corporation together with plans and suggestions for the future work of the corporation,
- c. Report to the Board of Directors and to the appropriate committees all matters within his or her knowledge which the interests of the corporation may require to be brought to their notice.

- d. Represent the corporation at appropriate educational meetings and hold memberships in appropriate educational organizations.

The Principal shall be responsible for the expenditure and disbursement of all funds of the corporation appropriated to his or her use by the Board. In case of any emergency regarding funds appropriated by the Board for a particular purpose, the Principal shall consult the Treasurer and any appropriate committee for instructions.

The Principal shall devote his or her full time to the affairs of the school, and carry out such other duties as may be assigned to him or her by the Board.

ARTICLE X CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE XI CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Roses in Concrete Conflict of Interest Code have been fulfilled.

ARTICLE XII LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XIII INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any 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," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIV INSURANCE

Section 1. **INSURANCE.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

All such records shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal office of the corporation. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the corporation shall turn over to his or her successor or the chairperson, in good order, such corporate monies, books, records, minutes, lists, documents, contracts or other property of the corporation as have been in the custody of such officer, employee, or agent during his or her term of office.

ARTICLE XVI PREPARATION OF ANNUAL FINANCIAL STATEMENTS

Section 1. PREPARATION OF ANNUAL FINANCIAL STATEMENTS. If the corporation receives or accrues gross revenues of \$2 million or more in any fiscal year (excluding grants from and contracts for services with governmental entities that require an accounting of the funds received), the corporation shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards, under supervision of an audit committee established by the Board of Directors. The corporation shall make these financial statements available to the California Attorney General and members of the public for inspection no later than nine (9) months after the close of the fiscal year to which the statements relate.

ARTICLE XVII INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

Section 4. MAINTENANCE AND INSPECTION OF FEDERAL TAX EXEMPTION APPLICATION AND ANNUAL INFORMATION RETURNS. The corporation shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

ARTICLE XVIII REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes, for the fiscal year;
- d. The Corporation's expenses or disbursements for both general and restricted purposes, for the fiscal year;
- e. Any information required under these bylaws; and
- f. An independent accountant's report 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 Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial

interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XIX BYLAW AMENDMENTS

Section 1. **BYLAW AMENDMENTS AND REVISIONS.** The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, other than Article III and XIX which requires two-third majority vote of the board, and except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation's Articles of Incorporation, or any laws. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws, unless such notice is waived in accordance with these bylaws.

ARTICLE XX FISCAL YEAR

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

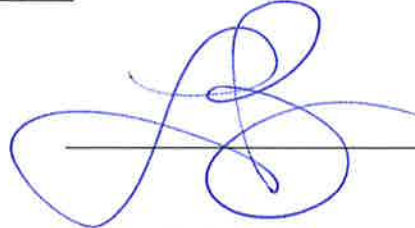
ARTICLE XXI CORPORATE SEAL

Section 1. **CORPORATE SEAL.** The Board of Directors may adopt, use, and alter a corporate seal. The seal shall be kept at the principal office of the corporation. Failure to affix the seal to any corporate instrument, however, shall not affect the validity of that instrument.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Roses in Concrete, a California nonprofit public benefit corporation; that these bylaws, consisting of 15 pages, are the bylaws of the Corporation as adopted by the Board of Directors on March 6, 2015; and that these bylaws have not been amended or modified since that date.

Executed on March 12, 2015 at Oakland, California.



Lauren E. Brady, Secretary

ROSES IN CONCRETE

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Roses in Concrete Community School (“RIC”) hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of RIC, as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of RIC, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With RIC. All Statements shall be supplied by RIC. All Statements shall be filed with RIC. The RIC’s filing officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any RIC decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to RIC Principal, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a governing board member designated employee directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their

families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

EXHIBIT A

Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Board	1, 2, 3
President	1, 2, 3
Chairman of the Board	1, 2, 3
Treasurer	1, 2, 3
Secretary	1, 2, 3
Consultants	*

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The President may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of the school district in which RIC operates.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.
- c. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in, the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by RIC.

Category 2

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by RIC, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra curricular courses.

Category 3

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, sources which are engaged in the performance of work or services of the type to be utilized by RIC, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.



Board Roster

2019-2020

AMY ARGENAL

JAVIER CABRA WALTEROS

JUAN CARLOS CANCINO

AYATA COLBERT

JEFF DUNCAN-ANDRADE

ASHLI EDWARD

BRIAN FEAGANS

ROBIN GIBSON

TAJUANA GRAY

MOLLY GREENE

LATISHA JACKSON

PEDRO NAVA

ALIA PHELPS

JASMIN PRECIADO CRUZ

KEARNE PRENDERGAST

AMY ARGENAL

Amy was born in San Francisco but grew up in Hercules. Her paternal grandparents are from Nicaragua and her father was born and raised in the Mission. Her mother is from a white Northern Central Valley farming family. She learned Spanish from her grandparents and has continued to speak it with her kids. In high school, she transferred to an all-girls Catholic High School in Oakland and has been living in Oakland on and off since then. Her husband is from Myanmar but ethnic Nepali and speaks Nepali at home. She joined the Roses community as a parent in 2019. She currently lives in the Laurel, walking distance to Rose.

JAVIER CABRA WALTEROS

Seven years of experience as a principal and over sixteen in preK-12 education. Currently an associate superintendent in Los Angeles and formerly the founding principal of Richmond California College Preparatory Academy (Cal Prep), a secondary school in partnership with University of California, Berkeley and Aspire Public Schools. As a community organizer, he is also a core member of Peoples' Ed, Bay Area, a pro-people, anti-colonial organization that supports and sustains teachers and organizers of color in the Bay Area.

JUAN CARLOS CANCINO

Legislative Aide in the Office of San Francisco District 5 Supervisor Vallie Brown. Former program manager at SF's Office of Economic and Workforce Development, and staff attorney at California Rural Legal Assistance, where he supported community development in disadvantaged communities in the San Joaquin Valley. Born and raised in San Francisco.

AYATA COLBERT

Ayata Colbert is the mother of five children. She was born in Jamaica and grew up on the east coast. She has been in Oakland since 2004. She lives in Oakland with her husband and kids. English is her main language and she joined the Roses community as a parent in 2019.

JEFF DUNCAN-ANDRADE, PH.D. - BOARD CHAIR

Associate Professor of Raza Studies and Education at San Francisco State University. He is also the founder of the Teaching Excellence Network and the Community Responsive Education Group. As a classroom teacher and school leader in East Oakland for the past 28 years, his pedagogy has been widely studied and acclaimed for producing uncommon levels of social and academic success for students. Jeff lectures around the world and has authored two books and numerous journal articles and book chapters on effective practices in schools.

ASHLI EDWARD

Ashli is a mother of 2 daughters ages 9 and 11 yrs old, and lives in Hayward. She was born and raised in East Oakland. Her daughters have been at Roses since its first year.

BRIAN FEAGANS - FACILITIES ADVISORY GROUP CHAIR

A registered architect in California and New Jersey, and a NCARB and LEED (APBD+C) accredited professional with over 20 years of experience. He specializes in the planning and design of innovative learning environments and creatively uses design to support and uplift a school's culture.

ROBIN GIBSON - BOARD TREASURER

Robin currently works in the holistic health field as an Integrative Health Coach, she has an extensive background in education. In addition to holding an M.Ed. from Stanford University, Robin is a former OUSD History, Art and Theatre high school teacher, district professional development facilitator, and district-wide assessment developer. As an educator, and as a mother of a child with special needs, Robin believes that in the vision of Roses that articulates a deep desire to be an integral part of a conscious school community that honors ancient wisdom, child wisdom, and self-knowing.

TAJUANA GRAY

Tajuana was born and raised in Oakland. Her daughter has been attending Roses in Concrete since the first year the school began operation. She went through the Oakland Public School system and graduated from Oakland High School. She wants to continue to contribute to the life of communities of color, affinity communities, and the students at Roses and within Oakland.

MOLLY GREENE

Molly has devoted her entire career to working towards health and educational equity for young people. She now leads the Design and Learning team at California Education Partners, a nonprofit which seeds and grows Improvement Collaborations among California's public school systems to help them build capacity to continuously improve learning and outcomes for every student.

LATISHA JACKSON

Latisha was born and raised in Oakland and currently lives near Roses. She has three sons ages 16, 8 and 5 and they all speak english. She has been part of the Roses community since before it was founded. Her son Maliik was a member of the founding kindergarten class in 2015. Latisha went to all OUSD schools and suffered some of the same traumas that our students face. She is a living testament that love, unwavering support, and faith can be the deciding factor as to whether a child makes it in this world or not.

PEDRO NAVA

Pedro lives less than a mile away in the surrounding Roses community. He is part of a bilingual Spanish/English speaking family and has seen his daughter Analiza and many of her friends blossom during his three years at RiC. Pedro works at Mills College.

ALIA PHELPS

Alia is a community organizer and began her work in high school at Castlemont with a youth group called Y.A.C.I.N (Youth Against Community Injustices Nia). Through this group, she learned to stand up for herself and her peers to advocate for healthier food, a safer campus. She helped to create a small school called The School of Social Justice and Community Development where students helped lead the school.

Alia has five children, three of which are enrolled in Roses. Her family is from the Bay. Her parents grew up in Oakland and San Francisco and raised their 6 children in East Oakland. Alia and her family speak English the majority of the time and also use Spanish as they all learn more.

JASMIN PRECIADO CRUZ

Jasmin was born in Jalisco, México, and her first language is Spanish. Her parents brought her to Oakland, CA when she was about seven years old. Without speaking a word of English, it was through her friends and teachers that she was not only able to learn how to speak English, but how to adapt to her new environment. She has lived in East Oakland almost her entire life. She has three wonderful children and her two youngest children attend Roses.

KEARNE PRENDERGAST

Kearne is originally from Jamaica, was raised in New York, and has been calling the Bay home for the last 20 years. With her daughter going into first grade, she new to Roses but was in love with the idea of what the school wants to be and can be for our kids, our community, and the world.

Agreement Between
Roses in Concrete Community School
And
Rosas Unidas/CTA/NEA
(Certificated Unit)

July 1, 2019

to

June 30, 2022

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AGREEMENT

BETWEEN

ROSES IN CONCRETE

AND

ROSAS UNIDAS/CTA/NEA

This Agreement made and entered into by and between Roses in Concrete, a California nonprofit public benefit corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “School” or “Roses” and the Rosas Unidas/CTA/NEA, the certificated and classified employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “RU,” includes all of the following articles and provisions. Ratified and Agreed on _____.

Agreed in Bargaining:

For Roses in Concrete

For Rosas Unidas/CTA/NEA

_____, Executive Director

_____, -- Representative

ARTICLE 1 – RECOGNITION (CERTIFICATED)

1. Roses in Concrete recognizes Rosas Unidas/CTA/NEA as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code Section 3540, et seq.) for all professional educational personnel including but not limited to: certificated teachers; psychologists; counselors; lead teachers; teachers holding other equivalent documents hired pursuant to education code section 47605(1), excluding all supervisory, managerial and confidential employees of the Employer.
2. New certificated positions or classifications which are established during the term of this Agreement shall first be reviewed by the Employer and the Union as to their inclusion in the bargaining unit and shall thereafter be part of the bargaining unit, if such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
3. Any new school(s), new campus or expansion of the Employer or any affiliate, subsidiary, partnership, firm, corporation or other legal entity under control of the Employer which provide instruction, either whole or in part, shall be covered under this collective bargaining agreement.
4. The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit. The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members as referred to in other Articles of this Agreement.
5. Substitutes who are scheduled to work for at least three (3) days per week for four (4) consecutive weeks will be considered members of the bargaining unit upon completion of their fourth week of work and so long as they continue to work a minimum of three (3) days per week.

ARTICLE 1 – RECOGNITION (CLASSIFIED)

1. Roses in Concrete recognizes Rosas Unidas/CTA/NEA as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code Section 3540, et seq.) for all full-time and regular part-time classified personnel, including but not limited to: Instructional aides, custodians, director of community organizing, recreation specialists, lunch monitors, administrative assistants and behavior techs, excluding all supervisory, managerial and confidential employees of the Employer.
2. New classified positions or classifications which are established during the term of this Agreement shall first be reviewed by the Employer and the Union as to their inclusion in the bargaining unit and shall thereafter be part of the bargaining unit, if such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
3. Any new school(s), new campus or expansion of the Employer or any affiliate, subsidiary, partnership, firm, corporation or other legal entity under control of the Employer which provide instruction, either whole or in part, shall be covered under this collective bargaining agreement.
4. The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit. The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members as referred to in other Articles of this Agreement.
5. Substitutes who are scheduled to work for at least three (3) days per week for four (4) consecutive weeks will be considered members of the bargaining unit upon completion of their fourth week of work and so long as they continue to work a minimum of three (3) days per week.
6. For the purposes of this article, regular part-time employees are employees who are scheduled to work an average of twelve (12) or more hours per week for a semester.

ARTICLE 2 – NEGOTIATION PROCEDURE (CERTIFICATED)

- 2.1 No later than January 30th of the year in which this Agreement expires, RU and Roses shall submit their initial proposals to each other for a successor Agreement. Roses shall give proper public notice of such proposals at the first Board of Directors meeting following the submission of the proposals.
- 2.2 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning as soon as reasonably possible after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them. For reopeners, in addition to compensation and health benefits, each party may re-open two (2) articles.
- 2.3 Roses shall provide a copy of the Agreement to new employees when hired and make available a copy of the Agreement to unit members upon request. Roses shall post the Agreement on the internal school website.
- 2.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. Unit members appointed for the purpose of meeting and negotiating will receive reasonable release time from duties without loss of compensation as per the EERA. (Govt. Code Section 3543.1).

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ARTICLE 3 – UNION RIGHTS (CERTIFICATED)

1. Educational Employment Relation Act

The **ROSAS UNIDAS** has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with the Employer. Nothing in this Agreement shall be construed as a waiver of those rights.

2. Access and Communication

ROSAS UNIDAS representative(s) shall have the right of access to areas in which unit members work and may use mailboxes, bulletin boards, and other modes of communication including, but not limited to, school email. All union emails to school email addresses carry with them the expectation of privacy and shall not be searched by school administration without reasonable notice and just cause. All school-wide communication pertaining to the union sent out using parent square must be approved by the Union President or designee and the Principal or designee.

3. Bulletin Board

The Union shall have the right to utilize up to three bulletin boards in different designated areas across campus, teacher mailboxes and work areas for communicating with unit members concerning Union business as well as a site identified that is accessible to the larger Roses community.

4. Use of School Equipment and Facilities

The Union shall have the right to use school equipment and facilities for meetings.

5. Union Leave

The union has the right to request the release of designated unit members from their regular duties for no more than twenty (20) release days per year for the purpose of attending to union matters not covered in sections 6, 7, or 8 below. Roses shall pay the cost of a substitute for each day of leave taken up to ten (10) days. Rosas will pay the cost of a substitute for all other days. Whenever possible advanced notice of 10 business days will be given.

6. Right to Represent

Unit members authorized by the union, shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances. Unit members who are representing their colleagues will be excused from their work duties and the school shall provide substitutes to allow for this representation.

7. Release Time for Bargaining

The union bargaining team members shall be released from duty without loss of pay and benefits for the purpose of meeting and bargaining with the Employer, including caucus time with the committee.

8. Orientation

New employees shall be given a staff onboarding that informs employees of their

responsibilities, benefits, duties, rights, and their supervisor. Rosas Unidas shall have the opportunity to address all bargaining unit members at an agreeable time during each employee orientation session. Administration will provide new employees that fall within the Rosas Unidas Bargaining Unit a copy of the contract in the employee's primary language. Administration will provide Rosas Unidas notice about new staff orientation meetings at least ten (10) days prior to when the meetings will be held. Rosas Unidas will be provided at least thirty (30) minutes of the agenda during orientation meetings. Administration will excuse themselves for that portion of the meeting.

9. Staff Meetings

The union shall have the right to propose agenda items for site staff or all staff meetings and for up to thirty (30) minutes during the staff meetings to discuss union activities and events. Administration shall excuse themselves during this time.

10. Union Right to Unit Member Data

The Employer shall inform the Union of the name, address, phone number(s), personal email, work site, and work assignment of new unit members, at the point the new unit member is placed, either before or during the school year. All changes to employees contact information shall be made available to the union within three (3) days of the change being made to the front office staff.

All information necessary for the Union to discharge its duties as the exclusive representative shall be provided by Roses without charge, including names, addresses and telephone numbers of unit members.

11. Board Agendas and Minutes

The employer shall provide to the union one copy of the Board agenda in advance of each Board meeting. The union president shall be e-mailed all non-confidential, non-privileged attachments to the Board agenda. Approved Board minutes of the previous meeting shall be made available to the union one week after the Board meeting (at the next regularly scheduled Board meeting.)

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ARTICLE 4 – EMPLOYMENT STATUS (CERTIFICATED)

1. During the first year of service with the Employer, bargaining unit members shall be employed in a probationary status.
2. Written notice of non-renewal of employment from probationary employment must be provided no later than April 20 of the school year in which the non-renewal notice is given, unless a different date is agreed to by both Rosas Unidas and Roses in Concrete.
3. Unit members who have served with the employer for at least one complete year as of **[DATE of ratification]** will be given credit for completion of the probationary period.
4. If a bargaining unit member, including a long-term substitute, is in contract paid status for fifty percent (50%) or more of the number of days in the work year, then that year shall count toward the one (1) year of probationary service.
5. Upon completion of the probationary term, unit members shall only be disciplined and/or discharged in accordance with the just cause and progressive discipline provisions of this Agreement. Probationary employees shall be at-will employees, and are not entitled to the protections of the just cause or progressive discipline provisions of this Agreement.

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ARTICLE 1 – LEAVES OF ABSENCE (CERTIFICATED)

The definition of “family” is intentionally left vague, in order to account for changing family structures that may not fit under traditional hetero-sexist definitions of “family.”

1. PERSONAL TIME OFF

Sick Leave Accruals

- 1.1.1. Unit members on a ten (10) month work schedule shall accrue thirteen (13) days of sick leave each year to be awarded at the rate of seven (7) days on the first day of work and six (6) days on the first day of work of the second semester.
- 1.1.2. Unit members on a twelve (12) month schedule will receive an additional 2 days. 8 sick days per year to be awarded at the rate of eight (8) days on the first day of work and seven (7) days on the first day of work of the second semester.
- 1.1.3.
- 1.1.4. If unit members will be out for more than three (3) days, they must request permission with the head of school.
- 1.1.5. Unused sick leave shall accrue up to fifteen (15) days each year. Such sick leave shall accrue from year to year with a cap of two times the PTO a year.
- 1.1.6. A unit member who is employed for less than a full school year shall have PTO prorated.
- 1.1.7. Use of Leave Sick leave may be used for personal illness, injury, time off to care for family or dependents due to illness, disability or injury.
- 1.1.8. A unit member shall call or email the school office as soon as the need for the absence is known.
- 1.1.9. Unit members shall notify the school office of the need to extend an absence, as soon as the need is known.
- 1.1.10. Unit members shall call the business manager or head of school who will be responsible for finding coverage during their sick leave.
- 1.1.11. Unit members shall bring a doctor note after 4 consecutive days of sick leave.
- 1.1.12. A unit member may use up to five (5) days of sick leave for personal necessity leave per year.
 - 1.1.12.1. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, parenting responsibilities, attendance at conferences, personal legal matters, and business matters that cannot be conducted outside of the workday.

2. Unpaid Leave of Absence

Upon approval by the Employer, a unit member may be granted an unpaid leave of absence for up to one (1) year. The unit member shall agree to a designated date or specific period to return to active work as part of the approval process. The unit member on leave shall be entitled to same salary and employer will

make every effort to place them back into their original assignment.

3. Family Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave
The Employer shall comply with the Family Medical Leave Act and the California Family Rights Act and shall maintain compliant policies with all related legal requirements. The Employer shall comply with the Pregnancy Disability Leave Act and shall maintain compliant policies with all related legal requirements
 - 3.1. Leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to sixteen (16) weeks.
 - 3.2. Unit members will receive a supplement to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring their pay to 100 % of their normal pay prior to taking family leave through the SDI period (listed at 12 weeks).
 - 3.3. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave will be governed by the regulations under leaves known as the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability leave.
 - 3.4. The maximum period of the supplement will be provided is twelve weeks and will begin after the State required seven (7) day waiting period. It is the employee's responsibility to apply for wage supplements under the State programs available and to coordinate with the Human Resources and Payroll departments.
 - 3.5. Family leave may be taken in minimum of 2 weeks increments.
 - 3.6. Employees can use available personal necessity leave and sick leave before and after the supplementation period.
 - 3.7. If the leave is due to disability, the unit member and their physician shall determine the date on which the unit member is capable of resuming duties.
 - 3.8. Unit members are able to take an additional four (4) weeks off as unpaid parental leave beyond the twelve (12) weeks

Consistent with legal requirements, the unit member on leave shall be entitled to the same position they held immediately before commencement of the leave.

4. Industrial Injury Leave (Workers' Compensation)

The Employer shall provide insurance coverage for unit members in case of work-related injuries. Worker's compensation benefits provided to injured employees shall include:

- 4.1.1. Medical care;
- 4.1.2. Vocational rehabilitation to help qualified injured employees to return to suitable employment.

When unit members are injured on the job they shall:

- 4.1.3. Immediately report any work-related injury to the Principal;
- 4.1.4. Seek medical treatment and follow-up care if required;
- 4.1.5. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- 4.1.6. Provide the Employer with a certification from the unit member's health care provider regarding the need for workers' compensation disability leave as well as the unit member's eventual ability to return to work from the leave.

When unit members are granted workers' compensation the following shall prevail:

- 4.1.7. Unit members shall receive their full compensation;
- 4.1.8. Up to two (2) days sick leave used by the unit member prior to authorization of workers' compensation shall be restored to the unit member's sick leave bank at the beginning date of workers' compensation.
- 4.1.9. All leave for medical care, including visits to the doctor(s), shall be charged against workers' compensation and shall not be charged to the unit member's sick leave account.

5. Bereavement Leave

Unit members are entitled to five (5) days paid bereavement leave, in addition to sick and personal necessity leave, due to the death of an immediate family member.

Unit members are entitled to an additional five (5) days paid bereavement leave if a funeral is more than three hundred (300) miles from the unit member's home.

Unit members may take an additional two (2) days unpaid leave.

If more than one such death occurs simultaneously, the leaves may be taken consecutively.

6. Holiday Leave

Two (2) additional holiday leave days may be granted to employees who have given reasonable notice of intention to be absent to observe, as a requirement of his or her religion, the Sabbath or any other Holy Day that falls on a workday.

Alternatively, an employee may elect to charge such absences for religious observances to vacation or, in the case of the Support Staff, personal leave balances.

7. Jury Duty or Witness Leave

Regular full-time non-exempt employees will be excused from work for required court duty as a juror or witness, up to a maximum of five (5) business days with pay. Additional time off will be without pay. Exempt employees will be provided time off with pay, up to a maximum of five business days. Additional time off will be paid in accordance with applicable law. Exempt employees shall receive their full weekly salary for any week in which they perform any work and also provide jury service. Employees may elect to use any accrued vacation during jury/witness duty leave. Teachers are strongly encouraged to postpone their jury duty to non-instructional days, such as summer break.

Employees must notify their supervisors immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service. On any day of jury service on which an employee is excused entirely or in sufficient time to permit him or her to return to work for a minimum of one half of his or her regular scheduled shift, he or she will be required to report to work. In the event that the employee must serve as a witness within the course and scope of his or her employment with the school, the school will provide time off with pay.

Unit members shall notify the Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt.

Upon return to work, employees shall submit a copy of certificate of service, or similar proof of service.

Unit members who are on-call to report for duty mid-day and whose work assignment is more than twenty (20) miles from the assigned court are not required to report to work and shall apply their absences to this leave.

8. Voting Time Off

In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.

Such voting time off shall be taken at the beginning or the end of the regular working shift.

A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

9. Catastrophic Leave

"Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which incapacity required the unit member to take time off from work for an extended period of time to care for a family member, and taking extended time off work creates a financial hardship for the unit member, because he or she has exhausted all of his or her sick leave and other paid time off.

"Eligible Leave Credits" mean sick leave accrued by the donating unit member.

Requirements/Conditions:

- 9.1.1. The shared governance council will oversee the catastrophic illness committee. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
- 9.1.2. All Unit members, full-time or part-time (at least 50%), shall be eligible to participate in the banking program.
 - 9.1.2.1. Participation is voluntary. Donations and transfers are confidential and irrevocable. The donor must maintain a minimum of five (5) days of accumulated sick leave, and donations shall be in one-day increments.
 - 9.1.2.2. Unit members who apply to this program will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.

10. Leave for Domestic Violence, Sexual Assault, and Stalking Victims

- i. Unit members who are a victim of domestic violence, sexual assault, or stalking, may take ten (10) paid days off to help ensure the health, safety, or welfare of themselves and/or that of their child may request to take additional days through PTO. If additional time is necessary they may request catastrophic leave. Such leave may be taken 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.

- ii. Unit members requiring leave under this section should notify the Principal in advance, if possible. If the absence is unscheduled, unit members may be asked to provide documentation, such as a police report, court order, or other evidence that they appeared in court, or documentation from a counselor or domestic violence advocate.
- iii. Unit members may also take unpaid time off to recover from domestic violence, sexual assault, or stalking. The Organization 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.
- iv. Leave for Crime Victims and Their Family Members. Unit members who are the victim - or who have an immediate family member victim - of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, are permitted to be absent from work to attend judicial proceedings related to the crime. Unit members must provide the Principal with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. Unit members may choose to use accrued personal leave, but this is not required.

Vacation

Teachers, part-time employees, temporary employees, and non-year-round employees do not earn paid vacation. Vacation days for instructional staff are tied to the school calendar.

Full-time continuing employees who move from a non-year-round work schedule to a year-round schedule as well as all continuing year-round positions will earn five (5) weeks of paid vacation.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period.

Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Reasonable attempts will be made to accommodate vacation requests.

Employees who terminate their employment for any reason will be paid for any accrued, but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

No Discrimination or Retaliation. The Foundation prohibits discrimination or retaliation against unit members for using protected leaves under this Article.

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1. PERSONAL TIME OFF

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- 1.1.11. Unit members shall bring a doctor note after 4 consecutive days of sick leave.
- 1.1.12. A unit member may use up to five (5) days of sick leave for personal necessity leave per year.
 - 1.1.12.1. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, parenting responsibilities, attendance at conferences, personal legal matters, and business matters that cannot be conducted outside of the workday.

2. Unpaid Leave of Absence

Upon approval by the Employer, a unit member may be granted an unpaid leave of absence for up to one (1) year. The unit member shall agree to a designated date or specific period to return to active work as part of the approval process. The unit member on leave shall be entitled to same salary and employer will make every effort to place them back into their original assignment.

3. Family Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave
The Employer shall comply with the Family Medical Leave Act and the California Family Rights Act and shall maintain compliant policies with all related legal requirements. The Employer shall comply with the Pregnancy Disability Leave Act and shall maintain compliant policies with all related legal requirements
 - 3.1. Leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to sixteen (16) weeks.
 - 3.2. Unit members will receive a supplement to their State Disability Insurance, or Paid Family Leave benefits, whichever is relevant to the employee's particular situation, that will bring their pay to 100 % of their normal pay prior to taking family leave through the SDI period (listed at 12 weeks).
 - 3.3. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave will be governed by the regulations under leaves known as the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability leave.
 - 3.4. The maximum period of the supplement will be provided is twelve weeks and will begin after the State required seven (7) day waiting period. It is the employee's responsibility to apply for wage supplements under the State programs available and to coordinate with the Human Resources and Payroll departments.
 - 3.5. Family leave may be taken in minimum of 2 weeks increments.
 - 3.6. Employees can use available personal necessity leave and sick leave before and after the supplementation period.
 - 3.7. If the leave is due to disability, the unit member and their physician shall determine the date on which the unit member is capable of resuming duties.
 - 3.8. Unit members are able to take an additional four (4) weeks off as unpaid parental leave beyond the twelve (12) weeks

Consistent with legal requirements, the unit member on leave shall be entitled to the same position they held immediately before commencement of the leave.

4. Industrial Injury Leave (Workers' Compensation)

The Employer shall provide insurance coverage for unit members in case of work-related injuries. Worker's compensation benefits provided to injured employees shall include:

- 4.1.1. Medical care;
- 4.1.2. Vocational rehabilitation to help qualified injured employees to return to suitable employment.

When unit members are injured on the job they shall:

- 4.1.3. Immediately report any work-related injury to the Principal;
- 4.1.4. Seek medical treatment and follow-up care if required;
- 4.1.5. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- 4.1.6. Provide the Employer with a certification from the unit member's health care provider regarding the need for workers' compensation disability leave as well as the unit member's eventual ability to return to work from the leave.

When unit members are granted workers' compensation the following shall prevail:

- 4.1.7. Unit members shall receive their full compensation;
- 4.1.8. Up to two (2) days sick leave used by the unit member prior to authorization of workers' compensation shall be restored to the unit member's sick leave bank at the beginning date of workers' compensation.
- 4.1.9. All leave for medical care, including visits to the doctor(s), shall be charged against workers' compensation and shall not be charged to the unit member's sick leave account.

5. Bereavement Leave

Unit members are entitled to five (5) days paid bereavement leave, in addition to sick and personal necessity leave, due to the death of an immediate family member.

Unit members are entitled to an additional five (5) days paid bereavement leave if a funeral is more than three hundred (300) miles from the unit member's home.

Unit members may take an additional two (2) days unpaid leave.

If more than one such death occurs simultaneously, the leaves may be taken consecutively.

6. Holiday Leave

Two (2) additional holiday leave days may be granted to employees who have given reasonable notice of intention to be absent to observe, as a requirement of his or her religion, the Sabbath or any other Holy Day that falls on a workday.

Alternatively, an employee may elect to charge such absences for religious observances to vacation or, in the case of the Support Staff, personal leave balances.

7. Jury Duty or Witness Leave

Regular full-time non-exempt employees will be excused from work for required court duty as a juror or witness, up to a maximum of five (5) business days with pay. Additional time off will be without pay. Exempt employees will be provided time off with pay, up to a maximum of five business days. Additional time off will be paid in accordance with applicable law. Exempt employees shall receive their full weekly salary for any week in which they perform any work and also provide jury service. Employees may elect to use any accrued vacation during jury/witness duty leave. Teachers are strongly encouraged to postpone their jury duty to non-instructional days, such as summer break.

Employees must notify their supervisors immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service. On any day of jury service on which an employee is excused entirely or in sufficient time to permit him or her to return to work for a minimum of one half of his or her regular scheduled shift, he or she will be required to report to work. In the event that the employee must serve as a witness within the course and scope of his or her employment with the school, the school will provide time off with pay.

Unit members shall notify the Principal or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt.

Upon return to work, employees shall submit a copy of certificate of service, or similar proof of service.

Unit members who are on-call to report for duty mid-day and whose work assignment is more than twenty (20) miles from the assigned court are not required to report to work and shall apply their absences to this leave.

8. Voting Time Off

In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.

Such voting time off shall be taken at the beginning or the end of the regular working shift.

A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

9. Catastrophic Leave

"Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which incapacity required the unit member to take time off from work for an extended period of time to care for a family member, and taking extended time off work creates a financial hardship for the unit member, because he or she has exhausted all of his or her sick leave and other paid time off.

"Eligible Leave Credits" mean sick leave accrued by the donating unit member.

Requirements/Conditions:

- 9.1.1. The shared governance council will oversee the catastrophic illness committee. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
- 9.1.2. All Unit members, full-time or part-time (at least 50%), shall be eligible to participate in the banking program.
 - 9.1.2.1. Participation is voluntary. Donations and transfers are confidential and irrevocable. The donor must maintain a minimum of five (5) days of accumulated sick leave, and donations shall be in one-day increments.
 - 9.1.2.2. Unit members who apply to this program will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.

10. Leave for Domestic Violence, Sexual Assault, and Stalking Victims

- i. Unit members who are a victim of domestic violence, sexual assault, or stalking, may take ten (10) paid days off to help ensure the health, safety, or welfare of themselves and/or that of their child may request to take additional days through PTO. If additional time is necessary they may request catastrophic leave. Such leave may be taken 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.

- ii. Unit members requiring leave under this section should notify the Principal in advance, if possible. If the absence is unscheduled, unit members may be asked to provide documentation, such as a police report, court order, or other evidence that they appeared in court, or documentation from a counselor or domestic violence advocate.
- iii. Unit members may also take unpaid time off to recover from domestic violence, sexual assault, or stalking. The Organization 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.
- iv. Leave for Crime Victims and Their Family Members. Unit members who are the victim - or who have an immediate family member victim - of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, are permitted to be absent from work to attend judicial proceedings related to the crime. Unit members must provide the Principal with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. Unit members may choose to use accrued personal leave, but this is not required.

Vacation

Teachers, part-time employees, temporary employees, and non-year-round employees do not earn paid vacation. Vacation days for instructional staff are tied to the school calendar.

Full-time continuing employees who move from a non-year-round work schedule to a year-round schedule as well as all continuing year-round positions will earn five (5) weeks of paid vacation.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period.

Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Reasonable attempts will be made to accommodate vacation requests.

Employees who terminate their employment for any reason will be paid for any accrued, but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

No Discrimination or Retaliation. The Foundation prohibits discrimination or retaliation against unit members for using protected leaves under this Article.

June 5, 2019 draft of Rosas Unidas/Roses in Concrete CBA for review by both parties.

ARTICLE 6 – LAYOFF & REEMPLOYMENT (CERTIFICATED)

1. Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Prior to considering any layoff of unit members, the employer shall meet with the union to discuss the impact of the layoff. The employer's decision to conduct a layoff is not subject to grievance.
2. Notice.
 - 2.1. Unit members subject to layoff during the school year shall be provided final notice not later than thirty (30) calendar days after the established norm day for that school year. Norm day is defined as the fifth Friday from the start of each instructional year. Any exceptional fiscal circumstance outside of this date must be reviewed and approved by the Shared Governance Council.
 - 2.2. Final notice of layoff for reduction in force occurring at the end of a school year shall be provided by the employer no later than thirty (30) calendar days prior to the last day of instruction.
3. Procedure. If layoffs take place, the following procedure shall be followed:
 - 3.1. The Administration determines the department in which the layoff will occur.
 - 3.2. The layoff(s) must be issued in reverse seniority order within the designated subject fields.
 - 3.3. Before issuing a RIF notice to any member, volunteers shall be sought first.
 - 3.4. Potential volunteers must be notified that they have no return right (other than the rehire list in Section 5, below).
4. Order of Lay-Off. For purposes of this Article, a unit member's seniority date is the date on which he or she was hired. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For the purpose of this article, a break in service is defined as an unpaid leave of absence of more than 12 months or a separation of employment. In the event two or more members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one union representative and the affected members. In the event any one or more of affected member(s) is unavailable for the lottery, an additional union representative must be present as a witness and substitute for each absent member.
5. Rehire List
 - 5.1. Individuals who have been laid off shall be placed on a reemployment list for a period of 12 months following the effective date of the layoff and shall be offered reemployment in order of seniority as defined herein.
 - 5.2. If and when a position opens, it must be offered to the highest ranked unit member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer.

- 5.3. Unit members who decline an offer of reemployment for a position requiring the same credential as the position from which they were laid off will be removed from the Rehire List and will have to reapply for consideration of future employment.
 - 5.4. Unit members who decline an offer of reemployment for a position requiring a different credential from the position from which they were laid off will continue to be on the Rehire List but they will no longer be eligible for a reemployment offer for a position requiring a credential for the position they declined.
 - 5.5. No prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered reemployment for a position requiring that credential.
 - 5.6. When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes will be treated as time spent on an unpaid leave of absence.
6. Grievance Procedure: The employer's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement. In the event that the employer makes an error with respect to the procedures and criteria in this article, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

ARTICLE 6 – LAYOFF & REEMPLOYMENT (CLASSIFIED)

1. Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Prior to considering any layoff of unit members, the employer shall meet with the union to discuss the impact of the layoff. The employer's decision to conduct a layoff is not subject to grievance.
2. Notice.
 - 2.1. Unit members subject to layoff during the school year shall be provided final notice not later than thirty (30) calendar days after the established norm day for that school year. Norm day is defined as the fifth Friday from the start of each instructional year. Any exceptional fiscal circumstance outside of this date must be reviewed and approved by the Shared Governance Council.
 - 2.2. Final notice of layoff for reduction in force occurring at the end of a school year shall be provided by the employer no later than thirty (30) calendar days prior to the last day of instruction.
3. Procedure. If layoffs take place, the following procedure shall be followed:
 - 3.1. The Administration determines the department in which the layoff will occur.
 - 3.2. The layoff(s) must be issued in reverse seniority order within the designated subject fields.
 - 3.3. Before issuing a RIF notice to any member, volunteers shall be sought first.
 - 3.4. Potential volunteers must be notified that they have no return right (other than the rehire list in Section 5, below).
4. Order of Lay-Off. For purposes of this Article, a unit member's seniority date is the date on which he or she was hired. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For the purpose of this article, a break in service is defined as an unpaid leave of absence of more than 12 months or a separation of employment. In the event two or more members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one union representative and the affected members. In the event any one or more of affected member(s) is unavailable for the lottery, an additional union representative must be present as a witness and substitute for each absent member.
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 - 5.2. If and when a position opens, it must be offered to the highest ranked unit member on the Rehire List who holds the appropriate certification. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer.

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ARTICLE 7 – CLASS SIZE AND WORKLOAD (CERTIFICATED)

1. General Provisions. The following general provisions and definitions apply to this Article:
 - 1.1. In interpreting and applying the class size restrictions of this Article, only “active” enrollment shall be considered.
 - 1.2. As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
2. Class Size Ratios. In assigning students to classes, the following guidelines will be observed:
 - 2.1. Transitional Kindergarten - First Grade class size shall not exceed twenty-two (22) students.
 - 2.2. Second Grade - Fifth Grade class size shall not exceed twenty-four (24) students.
 - 2.3. Middle School class size for each subject area shall not exceed twenty-six (26) students.
 - 2.4. In the event that Roses in Concrete expands to High School grades, High School class size for each subject area shall not exceed twenty-eight (28) students.
 - 2.5. Class size for Physical Education, and Arts class size shall reflect grade level class sizes.
 - 2.6. Advisory Classes shall not exceed thirteen (13) students.
3. Caseload Ratios
 - 3.1. Site Counselor/School Psychologist student load shall not exceed 75 students.

The weekly total of all service minutes provided by the Education Specialist shall not exceed the instructional minutes required of classroom teachers per week, at equivalent grade levels. Moreover, Education Specialists shall have a caseload of no more than 24 students.
4. General Considerations. The following criteria shall be considered in determining class size:
 - 4.1. The physical limitation of a classroom or building;
 - 4.2. Equipment/stations available per student;
 - 4.3. Space needed to ensure performance and evaluation of students in skill and/or job training courses;
 - 4.4. Special academic needs, potential discipline issues, and the maturity level of the students.

5. Remedy

5.1. Unit member with a class size exceeding class size or work load limits, shall receive ten dollars (\$10) per student per day, until the class size or work load is reduced to the appropriate level.

5.1.1. This remedy shall begin after a balancing period of ten (10) student days at the beginning of the school year.

5.1.2. In event that an affected unit members' class size drops back below the class size ratios set forth above, the unit member shall no longer receive this remedy.

5.2. For Education Specialists there shall be given their hourly rate for all work conducted that goes beyond contracted hours required to provide make-up minutes/compensatory services for students.

6. Workload

6.1. Unit members that provide supervision in common areas shall not exceed fifty (50) students per adult during arrival, dismissal, all recesses and transitions

6.1.1. Unit members that are requested to provide supervision in common areas beyond contracted hours shall be provided an hourly stipend equal to their contracted hourly wage.

Administration is responsible for developing and supervising a plan for drop off, pickup, and hallway supervision.

ARTICLE 7 – CLASS SIZE AND WORKLOAD (CLASSIFIED)

1. General Provisions. The following general provisions and definitions apply to this Article:
 - 1.1. In interpreting and applying the class size restrictions of this Article, only “active” enrollment shall be considered.
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 - 4.1. The physical limitation of a classroom or building;
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5.1.1. This remedy shall begin after a balancing period of ten (10) student days at the beginning of the school year.

5.1.2. In event that an affected unit members' class size drops back below the class size ratios set forth above, the unit member shall no longer receive this remedy.

5.2. For Education Specialists there shall be given their hourly rate for all work conducted that goes beyond contracted hours required to provide make-up minutes/compensatory services for students.

6. Workload

6.1. Unit members that provide supervision in common areas shall not exceed fifty (50) students per adult during arrival, dismissal, all recesses and transitions

6.1.1. Unit members that are requested to provide supervision in common areas beyond contracted hours shall be provided an hourly stipend equal to their contracted hourly wage.

Administration is responsible for developing and supervising a plan for drop off, pickup, and hallway supervision.

ARTICLE 9 – ASSIGNMENTS AND VACANCIES (CERTIFICATED)

1. Definitions

- 1.1. An “Assignment” is the initial placement of a unit member in a department or content area for which they hold an appropriate credential.
- 1.2. A “Re-assignment” is the change of the initial placement of a unit member from one grade, department or content area to another grade, department or content area after the initial placement has been announced to the unit member.
- 1.3. A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

2. Assignments

- 2.1. On or before April 1st of each year, the Head of School shall present the list of initial assignments to the school staff as well as the Shared Governance Council on or before April 14th of each year, including any positions remaining open.
- 2.2. Following the posting of open positions and the initial hiring of new certificated personnel, the initial assignments may be reviewed. Head of School and department members (K-2, 3-5, 6-8, and Special Education) will consult with the goal of reaching mutual agreement on final assignments for the following year.
- 2.3. In the event that mutual agreement is not reached in either of the proceeding sections, the Head of School shall make the final determination on assignments using the following criteria:
 - 2.3.1. Legal requirements and qualifications
 - 2.3.2. Expertise and relevant experience
 - 2.3.3. In the absence of substantial distinguishing differences in the above criteria, length of service in the school shall be the determining factor.
- 2.4. Unit members shall be notified of their final assignments for the next school year on or before June 1.
- 2.5. Assignments shall not be changed except as specified in Sections 3 and 4 of this article.
- 2.6. Teachers will be provided with a class list with student and family contact information by the first staff working day before school starts.

3. Voluntary Reassignments

- 3.1. A unit member may request a reassignment at any time when a vacancy exists. The Employer shall follow the procedures in Section 5, Vacancies, of this Article when a unit member requests a reassignment.

4. Involuntary Reassignments

- 4.1. Involuntary reassignments may only be made in extreme circumstances (e.g. legal compliance) and with approval of the shared governance council

5. Vacancies

- 5.1. Upon knowledge of vacancies and for all vacant positions, the Head of School shall advertise vacant positions internally and shall notify all staff via email a list of vacancies as they become available. The list shall contain:
 - 5.1.1. A closing date, which is at least ten (10) working days following the posting date
 - 5.1.2. A job description
 - 5.1.3. Credentials and minimum qualifications necessary to meet the requirements of the position
 - 5.2. Vacancies shall be posted internally for seventy-two (72) hours in advance of posting externally both electronically as well as in hard-copy format on the bulletin boards.
 - 5.3. Unit members shall, upon request, be notified by U.S. mail or email of any vacancies which may arise during summer recess or a period of leave. The unit member's request must be in writing and must include a mailing address or email address.
 - 5.4. Vacancies shall be filled as follows:
 - 5.4.1. Incumbent unit members with satisfactory performance and appropriate credentialing.
 - 5.4.2. Incumbent unit members with the greater seniority in circumstances with more than one (1) incumbent unit member applicant for a vacancy and where incumbent applicants have equal performance and credentialing standards.
 - 5.4.3. External candidates shall only be considered if no qualified, incumbent unit members apply for a vacancy.
 - 5.5. If a request for a reassignment is denied, the unit member, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The unit member may request a union representative be present during this meeting. Following the meeting the unit member shall receive written reason(s) for the denial.
6. Interview Panels
 - 6.1. No fewer than two unit members shall serve on any interview panel.
7. Intent to Return
 - 7.1. On or before the Friday before mid-winter break, all staff must sign a letter of their intent to return next school year. Staff, who state their intent of not returning the following school year on or before January 15th, will be awarded with health insurance coverage for the first month of the following school year or the cash equivalent of the month of health care coverage. Following January 16, the school leader must internally post all open positions. Teachers must request transfers or apply for open positions within two weeks after the date of posting the announcement. The school leader is able to post open positions to the public following February 1st.

ARTICLE 9 – ASSIGNMENTS AND VACANCIES (CLASSIFIED)

1. Definitions

- 1.1. An “Assignment” is the initial placement of a unit member in a department or content area for which they hold an appropriate credential.
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- 1.3. A “Vacancy” is any position that does not have a unit member assigned to it. This includes any vacated, promotional or newly created position whose work is part of the bargaining unit.

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- 2.2. Following the posting of open positions and the initial hiring of new certificated personnel, the initial assignments may be reviewed. Head of School and department members (K-2, 3-5, 6-8, and Special Education) will consult with the goal of reaching mutual agreement on final assignments for the following year.
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 - 2.3.1. Legal requirements and qualifications
 - 2.3.2. Expertise and relevant experience
 - 2.3.3. In the absence of substantial distinguishing differences in the above criteria, length of service in the school shall be the determining factor.
- 2.4. Unit members shall be notified of their final assignments for the next school year on or before June 1.
- 2.5. Assignments shall not be changed except as specified in Sections 3 and 4 of this article.
- 2.6. Teachers will be provided with a class list with student and family contact information by the first staff working day before school starts.

3. Voluntary Reassignments

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 - 5.4. Vacancies shall be filled as follows:
 - 5.4.1. Incumbent unit members with satisfactory performance and appropriate credentialing.
 - 5.4.2. Incumbent unit members with the greater seniority in circumstances with more than one (1) incumbent unit member applicant for a vacancy and where incumbent applicants have equal performance and credentialing standards.
 - 5.4.3. External candidates shall only be considered if no qualified, incumbent unit members apply for a vacancy.
 - 5.5. If a request for a reassignment is denied, the unit member, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. The unit member may request a union representative be present during this meeting. Following the meeting the unit member shall receive written reason(s) for the denial.
6. Interview Panels
 - 6.1. No fewer than two unit members shall serve on any interview panel.
 7. Intent to Return
 - 7.1. On or before the Friday before mid-winter break, all staff must sign a letter of their intent to return next school year. Staff, who state their intent of not returning the following school year on or before January 15th, will be awarded with health insurance coverage for the first month of the following school year or the cash equivalent of the month of health care coverage. Following January 16, the school leader must internally post all open positions. Teachers must request transfers or apply for open positions within two weeks after the date of posting the announcement. The school leader is able to post open positions to the public following February 1st.

ARTICLE 11 – HEALTH & WELFARE (CERTIFICATED)

11.1. Health and Welfare Benefits

11.1.1 Roses in Concrete shall provide health and welfare benefits as follows:

- 100% of medical coverage for unit members with Kaiser Platinum
- 100% of dental coverage for unit members with Delta Care HMO
- 100% of vision coverage for unit members with VSP

11.1.2 Unit members may elected other plans and/or coverage and will be responsible for any costs exceeding the employer contribution.

11.1.3 Unit members who can provide proof of alternate medical benefits coverage shall receive cash in lieu of benefits. The cash amounts of in lieu benefits shall be \$4,500 (\$409.09 per month over 11 months or \$375.00 per month over 12 months).

11.1.4 Either Party may propose changing healthcare providers, subject to negotiations, outside of the regular negotiation cycle.

11.2. Retirement

All unit members shall be participants in the California Teachers Retirement System (CalSTRS) as appropriate. Unit members shall not be subject to deductions from Federal Social Security, as appropriate.

11.3. Life and Accidental Death and Dismemberment

Roses shall provide for each unit member Life and Accidental Death and Dismemberment insurance at no cost to unit members. Unit members will qualify for State Disability Insurance.

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ARTICLE 12 – DISCIPLINE AND DISMISSAL (CERTIFICATED)

1. Discipline or Discharge for Just Cause

- 1.1. No unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.
- 1.2. Discipline shall be consistent with the principles of progressive discipline as specified herein.
- 1.3. Discipline shall be imposed as soon as possible after the Employer is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter.
- 1.4. Subject to the limitations specified in Article IV, Employment Status, unit members may be disciplined or dismissed only for just cause.

2. Confidentiality

- 2.1. When imposing discipline, the Employer shall maintain confidentiality consistent with legal requirements.
- 2.2. When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained

3. Investigatory and Disciplinary Meetings

- 3.1. When an administrator has a conference with an employee where the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by union representatives of the unit member's choice.
- 3.2. Where a union representative(s) are not available to accompany an employee to an investigatory or disciplinary meeting, the Employer shall make every effort to promptly reschedule the meeting that enables the employee to have union representatives present.
- 3.3. At any time a unit member is called to a meeting and realizes that the purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to promptly reschedule the meeting so that union representatives can be present.
- 3.4. A unit member who refuses to continue meeting without union representatives, after it is determined by the unit member that discipline could result from the meeting, shall not be considered insubordinate.

4. Progressive Discipline

- 4.1. Absent egregious conduct, discipline shall be progressive in nature which generally includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and dismissal.
 - 4.2. Egregious misconduct may include, but is not limited to, harassment, discrimination, retaliation, embezzlement, actual or threatened violence or any other misconduct that creates a threat to health and safety or a substantial distraction from the learning environment.
 - 4.3. Progressive discipline does not necessitate the Employer to use a more severe disciplinary action than the preceding action for a repeated offense.
 - 4.4. Progressive discipline is intended to correct employee misconduct. As such, all disciplinary action shall include specific recommendations to correct the misconduct.
 - 4.5. Progressive discipline is intended to be used each time a given offense is repeated or a like offense is committed.
5. Progressive Discipline Steps
- 5.1. Verbal Warning - A verbal warning shall inform the unit member of the action necessary to correct a problem as well as the consequences if the problem is not corrected.
 - 5.2. Written Warning - A written warning may be issued when the verbal warning fails to bring about the proper conduct. The written warning may be retained by the site administrator and may be used, if the reason(s) for the memorandum continue. Such warning shall not be included in a unit member's personnel file. Such warning shall not be grieved, unless they become a basis for a written reprimand or suspension.
 - 5.3. Written Reprimand - A written reprimand shall not be used unless the employee has received a written warning about similar actions within the last two (2) preceding years.
 - 5.4. Suspension Without Pay - Suspensions without pay may be implemented for up to ten (10) days. A short suspension will generally precede a longer suspension and/or dismissal. The salary effects of that suspension shall not be implemented until the suspension has become final, including the conclusion of an investigation and the conclusion of any action taken by the unit member or the Union in accordance with Article 16 Collective Bargaining Agreement Enforcement.
 - 5.5. Dismissal - Dismissal shall be carried out in accordance with this Article.
6. Suspension or Dismissal Process
- A written Notice of Intent to Suspend Without Pay or Dismiss shall be given to the employee prior to imposing a suspension without pay or dismissal from employment, and shall contain the following information:
- 6.1. The type and effective date of disciplinary action intended;
 - 6.2. The specific causes for the proposed discipline;
 - 6.3. A factual summary of the basis for the charges;
 - 6.4. A copy of all written charges, materials, reports, and/or documents upon which the discipline is based;
 - 6.5. Notice of the employee's right to grieve in accordance with Article 16

Collective Bargaining Enforcement Procedure.

7. Right to Grievance

All discipline is subject to the grievance procedure outlined in Article 16 Collective Bargaining Enforcement Procedure. In any arbitration under this Article, the Employer shall proceed first in providing evidence and shall bear the burden of proof by the preponderance of evidence, unless the arbitrator reasonably deems an alternative standard is required except in dismissal cases in which the standard shall be by clear and convincing evidence.

8. Access and Response to Critical Material in Personnel Files

8.1. There shall be a single official personnel file for each unit member. This file shall be kept in the central administrative office of the employer.

8.2. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the unit member, Association representatives may review the unit member's file or accompany the unit member in her/his review of the file.

8.3. All material placed in a unit member's personnel file shall indicate date and time of transmittal, or be dated and signed by the person who caused the material to be prepared.

8.4. Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, their own comments. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

8.5. When the employer receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, or violation of any school policy, the following conditions shall apply:

8.5.1. The complainants may be asked to attempt to informally resolve such complaints with the involved unit member. If a unit member requests an administrator to facilitate a meeting with the complainant, the administrator shall participate in such a meeting, unless in the opinion of the administrator the meeting should not take place (such as for safety or legal concerns).

8.5.2. If the document came from a member of the public, and it is not possible for the complainant to meet informally with the unit member, the matter shall first be investigated. The unit member shall be furnished a copy within five (5) days of the school's receipt of the document. The document shall not be placed in the personnel file unless it is reasonably determined that the allegations have some substance or plausibility and is signed by the complainant. In any event, if the document is

either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.

8.5.3. If the complaint results in disciplinary action, the processes required in this Article shall apply.

8.6. Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.

8.7. All disciplinary documents will be removed from the unit member's personnel file after the passage of three (3) years without a recurrence of the same or similar conduct.

9. Paid Administrative Leave

Any employee who is being investigated for egregious misconduct, which may include harassment, discrimination, retaliation, actual or threatened violence or any other misconduct that creates a threat to health and safety or a substantial distraction from the learning environment, may be immediately placed on a paid administrative leave by Roses in Concrete. Roses in Concrete' decision to place a unit member on a paid administrative leave is not subject to appeal or grievance.

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ARTICLE 14 – PERFORMANCE DEVELOPMENT AND EVALUATION (Certificated and Classified)

The Parties agree to establish a joint committee to refine the Roses evaluation process. The purpose of the committee will be to refine the evaluation process for Roses in Concrete classified, certificated and administrative employees, including but not limited to: timelines, evaluation criteria, observation forms, and summative observation forms.

The committee shall be co-chaired by one representative of the Employer and one representative of Rosas Unidas. A majority of the committee shall be composed of bargaining unit members. The committee shall be comprised of no more than 5 participants in total.

The committee's recommendation will be submitted to the Parties no later than September 1, 2020 and included as a negotiations re-opener topic for the 2021-22 school year.

For the remainder of the 2018-2019 school year Rosas Unidas will designate one member, to be mutually agreed upon, to work with Jeffrey Duncan-Andrade and Allyson Tintiangco-Cubales to co-create a step-by-step process to develop a model teaching portfolio process that allows staff to move across columns by demonstrating teaching mastery and experience. Upon completion of the process and recommendation by the committee, the process will be approved by vote of the Rosas Unidas membership. This shall be completed no later than August 1, 2019.

During the 2019/2020 school year, Jeffrey Duncan-Andrade and Allyson Tintiangco-Cubales will each provide at least 10 hours per month of support for the development of Roses teachers and the evaluation committee. They will also advise the committee on evaluation process recommendations.

The committee shall use the following framework as a departure point for developing the evaluation process. RiC will use the following framework as their evaluation and development process until the new one developed by the committee is ratified and ready for use.

14.1. RiC shall provide each unit member with a copy of the current Evaluation Guidelines by the 10th workday of each school year. All forms shall be included in the Staff Handbook and shall not be changed unless mutually agreed to by Rosas Unidas and RiC Board.

14.1.1. Purposes - A uniform system of evaluation and assessment of the performance of certificated personnel is required by law. The primary purpose of such evaluation is to assist the certificated Employee and the Employer to improve the quality of education offered at RiC. Such evaluation may also serve as a legal basis for determining the lack of professional competence of a certificated employee.

14.1.2. Criteria - Evaluation criteria shall include, but shall not necessarily be limited to, the following elements:

14.1.2.1. RiC standards of expected student achievement at each grade level in each area of study.

14.1.2.2. Assessment of certificated personnel competence as it is related to the

established standards, including but not limited to the California Standards for the Teaching Profession, for individual certificated personnel. Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.

- 14.1.2.3. Procedures and techniques for ascertaining that the certificated employee is maintaining proper control, and is preserving a suitable learning environment.

Such procedures and techniques shall include:

- Implementation of a Community Responsive Curriculum and Pedagogy
- Increased student achievement as measured by various assessment measures, such as test scores
- The use of curriculum embedded assessment
- Increased student attendance
- Reduced student discipline (such as calls for support, suspensions and expulsions)
- Increased parent/caregiver contacts by letter, telephone or conference.

14.1.3. Definitions

- 14.1.3.1. The Evaluator may be the site administrator or a lead teacher management designated by and working under the direct supervision of the site administrator.

- 14.1.3.2. Evaluatee is defined as the certificated employee who is to be evaluated.

- 14.1.3.3. The evaluatee shall be apprised of his/her evaluator at the beginning of the evaluation cycle, or upon change of the evaluator.

- 14.1.3.4. Observation is a viewing of an employee's performance, which is reduced to writing.

14.1.4. Selection of Evaluatee

- 14.1.4.1. All employees shall be evaluated every year, except for first-year employees who shall be evaluated twice a year.

14.2. Implementation of Development and Evaluation System

- 14.2.1. It shall be the evaluator's responsibility to:

- 14.2.1.1. Meet with the evaluatee to initiate the evaluation process. The evaluator shall assist the evaluatee in using the RiC Teaching Philosophy and Growth Plan documents to develop a primary focus on three standards (one per domain (relationships, relevance, and responsibility) in order to target appropriate feedback and support for the evaluatee. Evaluatee will submit RiC Teaching Philosophy and Growth Plan to evaluator at least 48 hours before evaluation.

- 14.2.1.2. Evaluator will provide assistance to the evaluatee to achieve agreed upon objectives as stated in their Growth Plan.

- 14.2.1.3. Evaluator will make scheduled and unscheduled observations, and meet with evaluatee for post-observation conferences and completion of observation forms and evaluation report.

- 14.2.1.4. These observations will meet RiC calendar dates as they relate to staff evaluation.

- 14.2.1.5. Evaluator will meet with evaluatee for final review by the last workday in April. The evaluator shall report evaluation findings both in consultation and in writing to the employee so as to:

- Commend outstanding performance
- Assist evaluatee with a satisfactory rating to improve
- Assist evaluatee with unsatisfactory rating by identifying areas of deficiency and providing assistance to improve
- Notify evaluatee whose performance remains unsatisfactory of a pending reassignment or dismissal in order to meet all legal requirements

14.2.2. It shall be the evaluatee's responsibility to:

14.2.2.1. Meet with evaluator to initiate the performance evaluation process as described Herein.

14.2.2.2. Meet with the evaluator to establish the specific Growth Plan for the evaluation program. The plan should include specific performance standards and concomitant criteria that address the following in the domains of relationship, relevance, and responsibility:

- Engaging and supporting all students in learning
- Creating and maintaining an effective student learning environment
- Understanding and organizing subject matter for learning, planning and designing instruction and learning experiences in a culturally and community responsive fashion
- Assessing student learning, developing as a professional educator and other duties and responsibilities

14.2.2.3. Seek assistance from evaluator to achieve agreed upon objectives as stated in the Growth Plan.

14.2.3. Willful absence and/or failure of the evaluatee to cooperate shall not prevent completion of the evaluation process.

14.2.4. It shall be the joint responsibility of evaluator and evaluatee to:

14.2.4.1. Meet and review the evaluation process to be followed and to reach an agreement. Should agreement not be reached on the evaluation process or on the appropriateness of the designated evaluator, the procedures for resolution of differences shall be followed.

14.2.4.2. Meet periodically to assess progress.

14.2.4.3. Meet and review in detail the final evaluation report.

14.2.4.4. Should the evaluatee not agree with the report, the procedures for resolution of differences shall be followed.

14.3. Evaluation Sequence

14.3.1. Evaluation Process: The evaluation process begins on the first day of the employee's work year. Each evaluatee shall complete a "Teaching Philosophy" and "Growth Plan" (see attached) to achieve RiC standards and initiatives. RiC standards serve to establish the broad purposes of our school and to guide each employee in the planning and evaluation of his/her work.

14.3.2. The administrator holds one or more staff meetings to review evaluation policies, procedures and the evaluation calendar at the beginning of the employee's work year.

14.3.3. Each work site develops work site objectives through staff participation.

14.3.4. Assistance in defining individual growth plans may be found by reference to the California Standards for the Teaching Profession, RiC initiatives, unit objectives, RiC standards, site or departmental plans, individual job description, areas of pupil achievement and environmental control, performance areas needing improvement, and additional assigned duties and responsibilities.

14.3.5. For each objective on a Growth Plan, the evaluatee prepares a plan of action. Objectives are prepared for cognitive items and may be prepared for effective items related to pupil progress, suitable learning environment, instructional strategies and techniques, adherence to curricular objectives, and other duties and responsibilities.

14.3.6. Each evaluatee prepares a growth plan. The body of the form is in attachment.

14.4. Completed Forms

14.4.1. Evaluatee shall provide the completed Teaching Philosophy and Growth Plan to evaluator by the 18th work day after the beginning of the employee's work year or the 18th day after classes begin, whichever is later.

14.4.2. Initial conference between evaluator and evaluatee to review standards of performance shall be completed by the 27th work day after the beginning of the employee's work year or the 27th day after classes begin, whichever is later.

14.4.3. Evaluator shall have the appropriate Evaluation Report form initiated for evaluatee.

14.4.4. Evaluator and evaluatee shall review the evaluation process to be followed and the philosophy and growth plan completed by evaluatee.

14.4.5. Agreement between evaluator and evaluatee shall be reached on the number, priority, and appropriateness of the objectives and activities, on standards of performance, on assessment procedure, on mitigating factors, and on common responsibilities and support that will be available to the evaluatee.

14.4.6. It is to be understood that there shall be periodic reviews of progress and changes in objectives, in standards of performance, and procedures as conditions change.

14.5. Disagreement

14.5.1. When agreement cannot be reached between evaluator and evaluatee at the first conference, the second conference between the two shall be completed by the 30th workday after the beginning of the employee's work year.

14.5.2. When an agreement cannot be reached at the conclusion of the second conference, there may be a conference of both parties with the administrator, provided he/she is

not the evaluator. In either event, this step shall be completed by the 33rd workday after the beginning of the employee's work year. The administrator has the option at this time to replace the designated evaluator, or to assume the evaluator role. When a different person becomes the evaluator, the two parties must start from the beginning of the evaluation cycle.

- 14.5.3. Should disagreement persist after the above steps have been taken, a written report shall be submitted by the evaluatee to the Shared Governance Council, as appropriate, who will review and make the final decision. Said review shall be completed by the 37th workday after the beginning of the employee's work year.

14.6. Activities During Evaluation Period

14.6.1. During the evaluation period, the evaluator shall:

- 14.6.1.1. Notify evaluatee that there will be scheduled and unscheduled observations. A variety of techniques may be used, but they should be of sufficient duration and quality to make significant contributions to the process of performance evaluation.
- 14.6.1.2. Confer with evaluatee within five (5) workdays following the observation. Evaluator and evaluatee shall discuss the observation and complete the Observation form. Appropriate entries shall be made on the appropriate Evaluation Report/Observation form.
- 14.6.2. The evaluator may also wish to enter the following on the Evaluation Report form: comments, remarks on evaluation plan, review of progress, changes in objectives, etc.
- 14.6.2.1. Evaluation plan includes those items which have an effect on the plan, e.g., "the evaluatee was absent for a month," "the evaluator did not receive the support needed to assist the evaluatee," etc.
- 14.6.2.2. Review of progress refers to meetings of evaluator and evaluatee to assess progress, other than to discuss observations.
- 14.6.2.3. "Changes in objectives" refers to any change agreed to by evaluator and evaluatee, including the addition or deletion of objectives.
- 14.6.2.4. Evaluatee, prior to the final Evaluation Report, shall complete "Degree of Achievement" on growth plan. Comments may include reasons for variations from the Evaluation Plan.
- 14.6.2.5. Evaluations shall be conducted in private conferences.

14.7. Probationary Interim Report

- 14.7.1. A Formal interim assessment for first-year probationary personnel is to be completed by the second Friday in December.
- 14.7.2. The Evaluator shall prepare two sets of Evaluation Report forms at the beginning of the evaluation period. Entries shall be made on both sets of forms; one set to be used for the Interim Assessment Report for probationary-first year employees; one set to be used for the final Evaluation Report.

14.7.3. By the second Friday in December, the evaluator shall meet with the evaluatee and review the Interim Assessment Report. They shall discuss the strengths and/or weaknesses of the evaluatee's performance, with commendations and/or recommendations for improvement, and shall identify the procedures they will follow to facilitate such improvement.

14.8. Formal Evaluation Report

14.8.1. By the last workday of April, the evaluator shall have met with evaluatee and reviewed the Evaluation Report.

14.8.2. The Evaluation Plan shall be reviewed, as shall the "Degree of Achievement" on the Growth Plan. Ratings on the Evaluation Report, including any comments, are based on the Growth Plan developed at the beginning of the evaluation period.

14.8.3. Comments are to be used to commend an outstanding performance, to assist a satisfactory evaluatee to improve and to provide assistance to facilitate improvement of an evaluatee who has an unsatisfactory rating.

14.8.4. The evaluator shall discuss any recommended personnel action with the evaluatee.

14.9. Review of Unsatisfactory Rating

14.9.1. When an evaluatee wishes to review an unsatisfactory rating, an additional conference with the evaluator shall be held by the 5th workday in May. If the evaluator, however, is not the site administrator, the evaluatee and the evaluator shall confer with the site administrator by the 10th workday in May.

14.9.2. When an evaluation contains one or more unsatisfactory ratings, the evaluatee, after the additional conference with the evaluator and/or unit administrator, may submit a letter of rebuttal to be attached to the final evaluation report. The letter of rebuttal shall be submitted to the evaluator by the 15th workday in May. The final evaluation report with the letter of rebuttal attached shall be forwarded immediately to the Administrator or their designee for review and response.

14.9.3. Review and response to the letter of rebuttal by Shared Governance Council shall be completed within ten (10) workdays after the final date for submitting the letter of rebuttal. The Administrator or their designee's response shall be attached to the final report. Copies of the complete record (Evaluation Report, letter of rebuttal, official response) shall be filed in the unit member's personnel file.

14.9.4. Personnel whose retention is doubtful shall be so notified in writing. Subsequently, the Employer shall proceed in accordance with the provisions of the collective bargaining agreement between the parties and Education Code provisions.

14.10. Personnel Files

- 14.10.1. The Administrator or designee shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official repository for evaluation records.
- 14.10.2. Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be available for the inspection of the member involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 14.10.3. An employee's personnel file will be accessible for review on the following basis:
 - 14.10.3.1. The employee shall notify the Administrator to schedule an appointment.
 - 14.10.3.2. The appointment shall be scheduled based on a twenty-four hour notice.
 - 14.10.3.3. Emergency exceptions to the above will be allowed based on the individual scheduling of the Administrator and the employee.
- 14.10.4. Every member of the unit shall have the right to inspect such materials upon request, provided that the request is made at a time when such member is not actually required to render services to RiC. A representative of the employee's choosing may, at the request of said employee, accompany the employee in this review. The review shall be made in the presence of the administrator or the administrator's designee responsible for the safekeeping of this file.
- 14.10.5. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. An opportunity shall be provided within 15 workdays of the date of receipt of such material by the administrator. Any derogatory material regarding evaluation of an employee cannot be used in a unit member's incompetency case after four years. Such material shall be removed from the personnel file after four years from date of entry, and shall be sealed and deposited in the Administrator's Office.
- 14.10.6. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix his/her signature to the document; a statement to this effect, together with that of a witness, shall be attached to the document by the appropriate administrator.

Addendums

ARTICLE 15 – SAFETY (CERTIFICATED AND CLASSIFIED)

15.1. Written Report on Unsafe Conditions

Members shall immediately report to the Office Manager and Head of School or designee, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working condition. Procedures for reporting and follow-up shall be determined by “RIC”, reviewed at least annually, and distributed to unit members each year.

1. The following shall be provided for staff use:
 - a. Faculty lounge- Two lunchrooms which are adequately furnished both inside as well as outside of the main building.
 - b. Adequate lavatory facilities- Restrooms for staff use (toilets unclogged and proper plumbing, proper ventilation in all restroom facilities)
 - c. A secured, locked space- This space can be used to store personal items.
 - d. Filtered purified water in each of the designated lunchrooms that is checked monthly.
 - e. Supplies and adequate furniture for every classroom/learning space
 - f. Lost and found storage and timely removal cycle
 - g. Nursing Facilities - This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public, shall have a lock, shall not be accessible to students, shall be clean, and shall have running water, a refrigerator, and electricity. Break time provided for this purpose shall, if possible, run concurrently with any break time already provided to the unit member and shall not seriously disrupt the operations of the school. If it is not possible to have a dedicated space due to facilities limitations RIC shall meet with the lactating employee or student to negotiate an appropriate alternative arrangement before the lactating employee or student returns to work or school.
 - h. Safety Supplies- RIC shall provide each classroom and major work area with OSHA certified first aid kits, emergency supplies, fire extinguishers. All science and art classes shall have the necessary safety equipment, including but not limited to eye protection, storage for hazardous chemicals, etc.
2. If the water and/or electricity is out for more than 2 hours, students and employees shall be dismissed.
3. No employee shall be required to work in a workspace that is less than 59° or

warmer than 82°F.

4. Notification- Unit member will be notified of any known instances of the following for students assigned to their rosters: pending or current suspension or expulsions and unless prohibited by law, unit members shall be notified concerning any students under their care who are subject to an IEP, BIP, or 504 Plan which identifies any specific dangerous propensities of such students.
 5. Disruptions on Campus- In responding to disruptive persons on campus, members may request RIC to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of RIC but may include ouster (removal) measures or possibly injunctive (restraining order) relief.
 6. Emergency Closures- In the event of an emergency closure of facilities lasting more than 5 school days, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits if RIC collects ADA during this period. If make-up days are required by law, RIC shall negotiate said days with the Union.
 7. Adequate Supervision of facilities
 - Restrooms
 - Hallways
 - Playground
 - Cafeteria
 - All communal spaces (garden, stage, etc.)
 8. Coverage for teachers
 - During a teacher's planning day, coverage must be provided for the teacher if substitutes are available.
 - On days when students must have indoor recess, coverage must be provided so that teachers do not lose their lunch period.
- 15.2. Communication
- Each unit member will be provided with a working classroom communication system that is not dependent upon access to Wi-Fi that shall enable the unit member to contact the main office and/or 911 (e.g., a walkie-talkie, classroom intercom system, or other manner of communication). RIC shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.
- 15.3. Vehicle Use
- When unit members are required to use their personal automobile during work time, and in the case of an accident, RiC's insurance shall be the primary insurance and personal insurance secondary. Members shall be compensated for mileage at the current IRS mileage rate. All school vehicles must be properly maintained and safe to drive. Unit members shall not be required to drive a vehicle that they believe is unsafe

or is not legal to drive.

15.4. Immediate Report of Assault

Unit members may report cases of assault suffered by them in connection with their employment to the Head of School or designee. If employee needs to make a police report or appear in court, the employer shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

15.5. Student Accountability for Disciplinary Matters

Recurring behaviors such as violent language, use of cell phones during school hours, eloping, damage to property, etc must be addressed with immediate action by the Climate Culture Team, and, if needed, the Head of School. When a physical altercation occurs immediate action must be taken the first time. First, a restorative meeting should be held with the student, student's family, Climate and Culture team representative and/or Head of School, and all other parties involved. In the case that a student with an IEP is involved, a representative from the GROWTH team must be informed and present for the meeting. The next steps shall be decided by the Shared Governance Council in order to achieve closure and hold all parties accountable.

15.6. Infections or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the employee and students.

Infections or Contagious Disease Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their or another student or staff member's safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Head of School deemed necessary to protect the safety of the employee and students.

15.7. Dangerous Student Action

Members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Head of School and Culture and Climate Team as soon as possible along with clear communication about the situation. Prior to returning the student to that member's class, the Head of School or designee shall communicate with the teacher what action has been taken regarding the student. The Head of School or designee will consult with the teacher regarding the long-term plan for the student as soon as possible.

15.8. CPI Training

All unit members should be CPI trained before the start of each school year.

ARTICLE 16 – COLLECTIVE BARGAINING AGREEMENT ENFORCEMENT PROCEDURE (CERTIFICATED)

1. Definitions & General Conditions

- 1.1. A grievance is a claim by one or more unit member(s), or the Union, that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, misapplication or misinterpretation of any law, Employer policy, regulation or Charter petition.
- 1.2. A “day” is a day in which the unit members are scheduled to work as set forth in this Agreement.

2. Right to Representation

- 2.1. A grievant may be represented at all stages of the grievance by a Union representative(s). A copy of the grievance will be issued to all affected parties.

3. No Reprisals

- 3.1. No reprisals of any kind will be taken by the Employer or by any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedures by reason of such participation.

4. Informal Procedure

- 4.1. The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a union Representative, with the object of resolving the matter informally.
- 4.2. This discussion must be requested thirty days (30) of when the grievant had knowledge of the facts concerning the alleged violation.
- 4.3. Understanding that it can also be difficult to address events that are traumatic in nature, if the grievant requires additional time, that time shall be given as long as there is a written or verbal reason as to why the grievant did not file within the thirty days (30).

5. Level 1: Site Administrator

- 5.1. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than twenty (20) days after the informal conference to the appropriate administrator.
- 5.2. Within five (5) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved, and union Representatives in an effort to resolve the matter.
- 5.3. Within five (5) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

6. Level 2: Mediation

- 6.1. If the grievant is not satisfied with the decision rendered at Level 1, the grievance shall be referred to grievance mediation by the union within ten (10) days of the decision.
- 6.2. The Union and the Employer shall select a mediator from the Roses in Concrete Community who is versed in intersectional transformative justice work with a specific focus on race, class, sexuality, ability and gender. If the issue affects additional -isms

beyond these, an appropriate mediator will be found who directly deals with the issues in question. The Union and the Employer shall make every effort to decide on a community mediator within ten (10) days of the grievance being referred to grievance mediation. If the Union and Employer cannot agree upon an appropriate community member to act as mediator, they will request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.

- 6.3. The mediator shall meet with the grievant, the Union representatives, and the employer as soon as possible to resolve the grievance.
- 6.4. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Union representatives, and the employer. This agreement shall constitute a settlement of the grievance.
- 6.5. If the grievant, the union, and the employer have not resolved the grievance with the assistance of the mediator, the Union may terminate mediation and proceed to level 4
- 6.6. The parties will share any cost associated with mediation equally.
- 6.7. The parties will make every effort to complete mediation within 30 days of the appointment of the mediator.

7. Level 3: Arbitration

- 7.1. Within thirty (30) days of the unsuccessful conclusion of mediation at Level 2, the Union may submit the grievance to final and binding arbitration upon written notice to Roses in Concrete administration. The appeal shall include a copy of the original grievance, the decision rendered at Level Two, and a clear concise statement of the reasons for the appeal.
- 7.2. The arbitrator shall be selected by mutual agreement of the Union and the Employer, ideally from the larger Roses in Concrete community. The arbitrator shall be well versed in intersectional transformative justice work with a specific focus on race, class, sexuality, and gender. If the issue affects additional -isms beyond these, an appropriate mediator will be found who directly deals with the issues in question. If agreement cannot be reached, the arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons experienced in hearing grievances in TK-12 schools who are, where possible, trained in the aforementioned issues. If agreement still cannot be reached on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains.
- 7.3. If the arbitrator selected cannot be available for hearing within forty (40) day the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within forty (40) days.
- 7.4. Either party may request from the other the production, review and right to copy non-privileged documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 7.5. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 7.6. The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.
- 7.7. The arbitrator's award shall be final and binding upon the grievant(s), the employer and the union. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits

of the dispute shall be conclusive on the grievant(s), the employer and the union in any subsequent proceedings.

- 7.8. All fees and expenses of the arbitrator shall be shared equally by the union and the employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript

8. Timelines

- 8.1. Nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing.

9. Miscellaneous

- 9.1. The grievant and the Union Representative shall be provided with reasonable time to attend any grievance meetings with the employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 9.2. Where a grievant is not represented by Rosas Unidas, the employer shall promptly furnish to Rosas Unidas a copy of the grievance. If the grievance is withdrawn without a settlement, the employer shall so notify Rosas Unidas. The employer shall not agree to a final resolution until Rosas Unidas has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.
Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with Rosas Unidas.
- 9.3. It is understood and agreed that nothing herein contained shall prevent either the Board or the Union from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 9.4. The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate sealed file by the Human Resources administrator.
- 9.5. No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 9.6. If the employer fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

ARTICLE 16 – COLLECTIVE BARGAINING AGREEMENT ENFORCEMENT PROCEDURE (CLASSIFIED)

1. Definitions & General Conditions

- 1.1. A grievance is a claim by one or more unit member(s), or the Union, that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, misapplication or misinterpretation of any law, Employer policy, regulation or Charter petition.
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- 4.1. The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a union Representative, with the object of resolving the matter informally.
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beyond these, an appropriate mediator will be found who directly deals with the issues in question. The Union and the Employer shall make every effort to decide on a community mediator within ten (10) days of the grievance being referred to grievance mediation. If the Union and Employer cannot agree upon an appropriate community member to act as mediator, they will request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.

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- 6.4. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Union representatives, and the employer. This agreement shall constitute a settlement of the grievance.
- 6.5. If the grievant, the union, and the employer have not resolved the grievance with the assistance of the mediator, the Union may terminate mediation and proceed to level 4
- 6.6. The parties will share any cost associated with mediation equally.
- 6.7. The parties will make every effort to complete mediation within 30 days of the appointment of the mediator.

7. Level 3: Arbitration

- 7.1. Within thirty (30) days of the unsuccessful conclusion of mediation at Level 2, the Union may submit the grievance to final and binding arbitration upon written notice to Roses in Concrete administration. The appeal shall include a copy of the original grievance, the decision rendered at Level Two, and a clear concise statement of the reasons for the appeal.
- 7.2. The arbitrator shall be selected by mutual agreement of the Union and the Employer, ideally from the larger Roses in Concrete community. The arbitrator shall be well versed in intersectional transformative justice work with a specific focus on race, class, sexuality, and gender. If the issue affects additional -isms beyond these, an appropriate mediator will be found who directly deals with the issues in question. If agreement cannot be reached, the arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons experienced in hearing grievances in TK-12 schools who are, where possible, trained in the aforementioned issues. If agreement still cannot be reached on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains.
- 7.3. If the arbitrator selected cannot be available for hearing within forty (40) day the parties shall contact the next remaining arbitrator in reverse order of striking, until one is selected who is able to serve within forty (40) days.
- 7.4. Either party may request from the other the production, review and right to copy non-privileged documents relevant to the grievance. In addition, the parties shall, at least five (5) days prior to the first hearing date, exchange lists of their intended witnesses.
- 7.5. The conduct of the hearing shall be at the discretion of the arbitrator who shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 7.6. The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded.
- 7.7. The arbitrator's award shall be final and binding upon the grievant(s), the employer and the union. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits

of the dispute shall be conclusive on the grievant(s), the employer and the union in any subsequent proceedings.

- 7.8. All fees and expenses of the arbitrator shall be shared equally by the union and the employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript

8. Timelines

- 8.1. Nothing shall prevent the extension of the timelines specified in this article if mutually agreed to by both parties in writing.

9. Miscellaneous

- 9.1. The grievant and the Union Representative shall be provided with reasonable time to attend any grievance meetings with the employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 9.2. Where a grievant is not represented by Rosas Unidas, the employer shall promptly furnish to Rosas Unidas a copy of the grievance. If the grievance is withdrawn without a settlement, the employer shall so notify Rosas Unidas. The employer shall not agree to a final resolution until Rosas Unidas has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.
Notwithstanding this subsection, the decision to advance a case to Arbitration rests solely with Rosas Unidas.
- 9.3. It is understood and agreed that nothing herein contained shall prevent either the Board or the Union from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 9.4. The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate sealed file by the Human Resources administrator.
- 9.5. No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 9.6. If the employer fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

ARTICLE 17 – COMPLAINTS PROCEDURE (CERTIFICATED)

1. No negative and/or unsatisfactory evaluation or disciplinary action shall be predicated upon information, material or complaint of a derogatory or critical nature unless the following procedures have been followed:
 - a. Any written complaint from the public, families or employee of Roses about a unit member shall be reported to the unit member within five (5) working days of the filing, by the Principal or designee.
 - b. The unit member shall have an opportunity to respond in writing during the administrator's investigation into the merits of the complaint. The written response shall be submitted within ten (10) days of when the unit member was notified of the complaint by the principal or designee.
 - c. The unit member is entitled to Union representation during any meetings regarding the complaint.
 - d. The administrator shall report the results of the investigation to the unit member and the complainant.
2. Complaints that are withdrawn, shown to be false or are otherwise resolved to the satisfaction of the complainant and the unit member involved shall not be utilized in any evaluation or disciplinary action nor shall a record be kept in any personnel/evaluation file.

ARTICLE 17 – COMPLAINTS PROCEDURE (CLASSIFIED)

1. No negative and/or unsatisfactory evaluation or disciplinary action shall be predicated upon information, material or complaint of a derogatory or critical nature unless the following procedures have been followed:
 - a. Any written complaint from the public, families or employee of Roses about a unit member shall be reported to the unit member within five (5) working days of the filing, by the Principal or designee.
 - b. The unit member shall have an opportunity to respond in writing during the administrator's investigation into the merits of the complaint. The written response shall be submitted within ten (10) days of when the unit member was notified of the complaint by the principal or designee.
 - c. The unit member is entitled to Union representation during any meetings regarding the complaint.
 - d. The administrator shall report the results of the investigation to the unit member and the complainant.
2. Complaints that are withdrawn, shown to be false or are otherwise resolved to the satisfaction of the complainant and the unit member involved shall not be utilized in any evaluation or disciplinary action nor shall a record be kept in any personnel/evaluation file.

ARTICLE 18 – SHARED GOVERNANCE (CERTIFICATED)

1. Purpose

- A. The parties recognize that school-based decision making that directly involves the participation of a diverse group of the school community stakeholders and that affects core areas of schooling is critical to ensure our mission and vision as Roses In Concrete Community School. The parties further agree that school-level professionals, our family community, and the students themselves are in the best position to organize teaching, adapt to the present needs of all students, and set priorities about how adult and student time should be spent.

2. Composition of the Shared Governance Council

- A. The Shared Governance Council (Council) shall be elected to a two year term. The Council shall be composed as follows:
 - I. 1 administrator;
 - II. 1 Financial Support member (non-voting member)
 - III. 3 Teachers (1 for grade level bands K-2, 3-5, & 6-8);
 - IV. 3 family members (one for each grade level band: K-2, 3-5, 6-8);
 - V. 4 employee representatives, one from each specialized department (Arts, Culture & Climate, IA's, and SPED); and
 - VI. 2 student representatives who shall be elected by the student body through the student government
- B. We shall have two Co-Chairs for the Shared Governance Council who shall be elected from the Council. They will be elected for a two-year term, with the last 6 months dedicated to transition out and supporting new Co-Chairs. One of the Co-Chairs will be a unionized staff member from the larger Rosas Unidas union (certificated and classified). The other Co-Chair shall be a parent/family member.

3. Functions and Responsibilities

- A. This shared governance council will serve as a pathway to a community-led school and will determine the structure for what that community-led school will look like. The Council shall consider all points of view and shall solicit advice and counsel of parent organizations, other employee groups, students and other interested parties. The Council shall assume the role of and operate as the School Site Council and the Faculty Staff Association. The Council shall determine the following through shared delegation and shared decision-making processes with the whole community:
 - I. Professional development program including but not limited to topics and trainer(s),
 - II. Review and co-approve student discipline guidelines and code of student conduct,
 - III. Approve schedule of school activities and events including but not limited to school calendar, assessment calendar, promotion, culmination and graduation dates, fundraising events with dates, assemblies, concerts and changes in class (bell) schedules,
 - IV. School equipment needs,
 - V. Textbooks, instructional materials, and supplies other than books,

- VI. Behavior plan - Transformative Justice and Restorative Justice
- VII. Review and co-approve the school's Local Control Accountability Plan,
- VIII. Develop out and determine the process for staff and parent complaints in conjunction with parent organizations(s),
- IX. Create the process to determine lead teachers, the job responsibilities, as well as any stipends that these positions might receive, financial or otherwise,
- X. Create and develop a school-wide communication and social media plan both to and for staff as well as for families,
- XI. Determine the process and timeline to ensure transparent and inclusive consultation with bargaining unit members, administrators, other school personnel, parents and pupils regarding the Local Control Accountability Plan
- XII. Co-develop the school plan and establish the school budget annually in conjunction with all relevant stakeholders. The school plan shall include:
 - a. Curricula, instructional strategies and materials responsive to the individual needs and learning styles of each pupil,
 - b. Instruction and auxiliary services to meet the needs students who are non-English speaking or English language learners, including instruction in a language these pupils understand; students who have experienced educationally related trauma and interruptions in placement; students with Individual Education Plans and 504 Plans; students receiving Special Education Services and/or Related Services; students in need of intervention, remediation, and acceleration; students identified as gifted and talented; and pupils with extraordinary needs.
 - c. Create a system to oversee the implementation of all current grants as well as an equitable distribution of grant materials and funding,
 - d. Ongoing evaluation of the educational program of the school, and
 - e. The Council shall annually review the school plan, establish a new budget, and if necessary make other modifications in the plan to reflect changing needs and priorities.
- XIII. Develop and maintain a structure for a community-led school.
- XIV. Co-oversee the evaluation process with the Board for the Head of School.
- XV. Co-develop and modify revisions for the Roses in Concrete Charter as needed.
- XVI. Other activities and objectives as established by the Council.

All determinations shall be consistent with applicable laws, regulations and this collective bargaining agreement.

Committees:

*Refer to committee appendix for ways to join school-wide committees and for compensation scale for committee work.

Each member of the Shared Governance Council must be a member of one of the following committees. Membership of committees will not be exclusive to Shared Governance Council members. Each committee will elect a committee chair from the Shared Governance Council. The committee chair is responsible for setting an agenda and reporting out committee work during Shared Governance Council meetings. Major decisions must be approved through the

Shared Governance Council. Committees should meet as frequently as necessary to work on the following:

Instructional Leadership Team

- Use student achievement data to set rigorous goals for student learning, staff development and usage of resources (textbooks, instructional materials, and supplies other than books) in the relevant portions of the LCAP.
- Develop and implement a plan to achieve those goals.
- Track effectiveness of their work quarterly and make adjustments as needed.
- Create the process to determine instructional lead teachers, the job responsibilities, as well as any stipends that these positions might receive, financial or otherwise,

Culture and Climate Team

- Use student experience data to set rigorous goals for student experience and staff development and usage of resources in the relevant portions of the LCAP.
- Develop and implement a plan to achieve those goals.
- Track effectiveness of their work quarterly and make adjustments as needed.
- Review and co-approve student discipline guidelines and code of student conduct.

Systems and Operations Team

- Use student achievement & experience data to set rigorous goals for budget and finances in the relevant portions of the LCAP.
- Develop and implement a plan to achieve those goals.
- Track effectiveness of their work quarterly and make adjustments as needed.
- Create a system to oversee the implementation of all current grants as well as an equitable distribution of grant materials and funding,

Community Engagement Team

- Use student achievement & experience data to set rigorous goals for coordinating wrap around services for students, staff and families in the relevant portions of the LCAP.
- Develop and implement a plan to achieve those goals.
- Track effectiveness of their work quarterly and make adjustments as needed.
- Create the process for staff and family complaints in conjunction with family organizations
- Create and maintain a school-wide communication and social media plan both to and for staff as well as for families.

4. Meetings

- A. The Council shall meet no less than one (1) time each month of the academic year. If urgent or timely issues arise, the Council shall have the ability to meet more often to meet the needs of the school. There is an expectation that Council members attend at least 75% of all meeting dates. Reasonable accommodations will be provided if members need to call or video into the meeting. If a Council member misses three consecutive dates, the Co-Chairs will have a conversation with the member to determine what support is needed and if other alternatives need to be made. If a Council member misses two additional dates, they will be

replaced through an emergency election.

- B. All meetings will be public and open to the larger community with the exception of specific points in the meeting where confidential matters are discussed.

5. Decisions

- A. The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to policies established by this Council. Only if consensus cannot be reached shall decisions be made by a vote of those present at the meeting. In the event that consensus cannot be reached, decisions shall be made using the following thresholds:
- B. Three-Quarters Vote: Major decisions that impact teaching and learning or school culture, vision, budget and philosophy are made by 3/4 vote of members of the council.
 - a. The chairs determine what is a major decision.
 - b. When possible, written information about the decision is distributed before the discussion.
 - c. When possible, discussions about major decisions occur at meetings before the decision needs to be made; alternate proposals are drafted and discussed.
 - d. Process check is explicit (including who did and did not speak) and collected information will be disseminated before any decision is finalized.
 - e. If a decision is voted no, default is previous practice and commitments.
- C. Majority Vote: Systems, and scheduling decisions are made by majority votes.
 - a. There is time for discussion before majority votes.
 - b. When possible, written information about the issue is distributed before the meeting.
- D. With respect to procedures and bylaws governing voting matters, the shared governance council shall create their own rules and procedures. All policy decisions of the Council shall be reduced in writing and communicated to all staff and community by the Co-Chairs.

6. Agenda

An agenda shall be prepared by the Co-Chairs of the Council and distributed at least three (3) working days prior to each Council meeting. Agenda items and supporting documents may be submitted by any Council member, at least 24 hours prior to preparation of the agenda. The Council will post meeting agendas on the Roses in Concrete website 3 days before the meeting and will post notes no later than 2 weeks after the Council meeting.

7. Election Procedures

The Nomination and Election process shall be transparent and fair and must be conducted on an annual basis with the election of the Co-Chair position. Interested candidates must self-nominate and be nominated by others and confirm their acceptance. The nomination and election process shall seriously consider a critical perspective on diversity of the council with an intersectional lens of race, gender, language, and other forms of identity in order to best mirror the student population. For this academic school year, (2018-2019) election process shall be completed one

month after Rosas Unidas Union contract is finalized. After the first election, the Council will determine the process and timelines for future elections.

The two Co-Chairs have exclusive authority to supervise the nominations and elections for the certificated and classified staff bargaining unit. The two Co-Chairs or designee(s) shall supervise the nominations and elections for all other stakeholder groups. Voting for staff, families, and student positions will take place with both electronic and hard copy ballots the process of which will be determined by the Council.

Each group shall be in charge of nominating their own representatives (i.e., teachers in each grade level band shall have nominated their grade level representatives, parents shall nominate the parent representatives). The only exception will be the Co-Chairs which will be elected by the Council after the general election period.

8. Miscellaneous

- A. If a Council member needs to vacate their position an emergency election shall take place to replace the council member within two weeks of the departure of the Council member leaving. Reasonable effort will be made to have the leaving member transition and help train the person elected to replace them.
- B. In the event of any Council vacancies, the Shared Governance Council will meet to decide what/if any modified composition is needed for a successful Council.
- C. It is the duty of the Shared Governance Council to create, amend, modify and/or annul bylaws for the Shared Governance Council.
- D. The Composition of the Shared Governance Council and the Election Procedures can be modified by the Governance Council.
- E. The parties agree to plan, implement and participate in training regarding collaborative community decision-making. The Co-Chairs will recruit trainers and approve the training agenda. A budget for training shall be decided by the Shared Governance Council at the end of each school year.
- F. If the Council finds that there is or there are responsibilities and functions in place that are not being implemented equitably, they have the power to oversee and take action to address an inequitable system, responsibility or function. This will be determined by a collective majority vote of the Council.
- G. The shared Governance Council shall be empowered to adopt additional rules and procedures as necessary, so long as they do not contradict the agreements found in this article.
- H. To the fullest extent permitted by law, Roses will defend, indemnify and hold harmless individual Council members from and against any and all claims, demands, actions, losses, liabilities, injury, damages, (including taxes), suits (or any claims related to the foregoing) and all related costs and expenses, including without limitation attorneys' fees, reasonable investigation and discovery which arise from the individual performing his or her obligations as a Council member, unless rising from an act of willful misconduct on the part of the individual. Roses and Rosas Unidas shall have the right to co-select counsel employed to defend the individual Council member, should that be necessary.

ARTICLE 18 – SHARED GOVERNANCE (CLASSIFIED)

1. Purpose

- A. The parties recognize that school-based decision making that directly involves the participation of a diverse group of the school community stakeholders and that affects core areas of schooling is critical to ensure our mission and vision as Roses In Concrete Community School. The parties further agree that school-level professionals, our family community, and the students themselves are in the best position to organize teaching, adapt to the present needs of all students, and set priorities about how adult and student time should be spent.

2. Composition of the Shared Governance Council

- A. The Shared Governance Council (Council) shall be elected to a two year term. The Council shall be composed as follows:
 - I. 1 administrator;
 - II. 1 Financial Support member (non-voting member)
 - III. 3 Teachers (1 for grade level bands K-2, 3-5, & 6-8);
 - IV. 3 family members (one for each grade level band: K-2, 3-5, 6-8);
 - V. 4 employee representatives, one from each specialized department (Arts, Culture & Climate, IA's, and SPED); and
 - VI. 2 student representatives who shall be elected by the student body through the student government
- B. We shall have two Co-Chairs for the Shared Governance Council who shall be elected from the Council. They will be elected for a two-year term, with the last 6 months dedicated to transition out and supporting new Co-Chairs. One of the Co-Chairs will be a unionized staff member from the larger Rosas Unidas union (certificated and classified). The other Co-Chair shall be a parent/family member.

3. Functions and Responsibilities

- A. This shared governance council will serve as a pathway to a community-led school and will determine the structure for what that community-led school will look like. The Council shall consider all points of view and shall solicit advice and counsel of parent organizations, other employee groups, students and other interested parties. The Council shall assume the role of and operate as the School Site Council and the Faculty Staff Association. The Council shall determine the following through shared delegation and shared decision-making processes with the whole community:
 - I. Professional development program including but not limited to topics and trainer(s),
 - II. Review and co-approve student discipline guidelines and code of student conduct,
 - III. Approve schedule of school activities and events including but not limited to school calendar, assessment calendar, promotion, culmination and graduation dates, fundraising events with dates, assemblies, concerts and changes in class (bell) schedules,
 - IV. School equipment needs,
 - V. Textbooks, instructional materials, and supplies other than books,

- VI. Behavior plan - Transformative Justice and Restorative Justice
- VII. Review and co-approve the school's Local Control Accountability Plan,
- VIII. Develop out and determine the process for staff and parent complaints in conjunction with parent organizations(s),
- IX. Create the process to determine lead teachers, the job responsibilities, as well as any stipends that these positions might receive, financial or otherwise,
- X. Create and develop a school-wide communication and social media plan both to and for staff as well as for families,
- XI. Determine the process and timeline to ensure transparent and inclusive consultation with bargaining unit members, administrators, other school personnel, parents and pupils regarding the Local Control Accountability Plan
- XII. Co-develop the school plan and establish the school budget annually in conjunction with all relevant stakeholders. The school plan shall include:
 - a. Curricula, instructional strategies and materials responsive to the individual needs and learning styles of each pupil,
 - b. Instruction and auxiliary services to meet the needs students who are non-English speaking or English language learners, including instruction in a language these pupils understand; students who have experienced educationally related trauma and interruptions in placement; students with Individual Education Plans and 504 Plans; students receiving Special Education Services and/or Related Services; students in need of intervention, remediation, and acceleration; students identified as gifted and talented; and pupils with extraordinary needs.
 - c. Create a system to oversee the implementation of all current grants as well as an equitable distribution of grant materials and funding,
 - d. Ongoing evaluation of the educational program of the school, and
 - e. The Council shall annually review the school plan, establish a new budget, and if necessary make other modifications in the plan to reflect changing needs and priorities.
- XIII. Develop and maintain a structure for a community-led school.
- XIV. Co-oversee the evaluation process with the Board for the Head of School.
- XV. Co-develop and modify revisions for the Roses in Concrete Charter as needed.
- XVI. Other activities and objectives as established by the Council.

All determinations shall be consistent with applicable laws, regulations and this collective bargaining agreement.

Committees:

*Refer to committee appendix for ways to join school-wide committees and for compensation scale for committee work.

Each member of the Shared Governance Council must be a member of one of the following committees. Membership of committees will not be exclusive to Shared Governance Council members. Each committee will elect a committee chair from the Shared Governance Council. The committee chair is responsible for setting an agenda and reporting out committee work during Shared Governance Council meetings. Major decisions must be approved through the

Shared Governance Council. Committees should meet as frequently as necessary to work on the following:

Instructional Leadership Team

- Use student achievement data to set rigorous goals for student learning, staff development and usage of resources (textbooks, instructional materials, and supplies other than books) in the relevant portions of the LCAP.
- Develop and implement a plan to achieve those goals.
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ARTICLE 19 – INTELLECTUAL PROPERTY (CERTIFICATED)

19.1. Purpose

The understandings regarding intellectual property in this Article are intended to encourage unit members to engage in the production of scholarly works, creative publications, and technology-based materials. Both Rosas Unidas and Roses in Concrete agree that the unit member has a right to benefit from their scholarly work and all rights are reserved to the unit member that created the intellectual property.

19.2. Definition

19.2.1 *Intellectual Property* means any work that is eligible for copyright protection including (but not limited to) literary works, books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., curriculum, syllabi, lecture, lesson plans, student exercises, multimedia programs, and tests), analysis (e.g., scientific, logical, opinion or criticism), works of art and design, including pictorial, graphic, and sculptural works, photographs, films, video and audio recordings, and computer based programs and media.

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ARTICLE 23 – ASSIGNABILITY (CERTIFICATED)

This Agreement is assignable. The employer agrees that no merger, affiliation, change of affiliation, change of employer or transfer of employees shall occur without a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of this collective bargaining agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of this collective bargaining agreement.

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ARTICLE 24 – SAVINGS (CERTIFICATED)

1. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within twenty (20) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to the provision held to be contrary to law.

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June 5, 2019 draft of Rosas Unidas/Roses in Concrete CBA for review by both parties.

ARTICLE 25
COMPENSATION (Certificated and Classified)

1. The salary schedules and salary classifications requirements of all unit members are set forth in Appendix A. Salaries are capped at highest level of pay on the pay schedule.
2. Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned.
3. Step assignment and movement is based on the number of years of experience at Roses, in another public or private school, or other relevant experience. New unit members may transfer year for year credit of service.
4. A year of experience means working 75% of the days in a paid position.
5. Unit members who qualify for column increase shall be paid the increased salary beginning the first day of the month following the time the employee submits proof of this increase. The following are the basis for column movement:
 1. Course work taken at community colleges, four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs, and relevant to the services performed by the unit member.
 2. Completion of the model teaching portfolio process (see Article 14 Performance Development and Evaluation).
 3. For Deans, Directors, and Managers the columns shall defined as follows:
 1. Basic: without professional leadership experience relevant to your field
 2. Professional: At least 1 year of professional leadership experience supervising staff or leading programming relevant to your field
 3. Model: 5+ years of experience leading programming and/or supervising staff members relevant to your field OR +30 Units
 4. Master: 8+ years experience leading programming, supervising staff, or facilitating trainings relevant to your field OR +45 Units; 2 Full year at Roses
 5. Units or Master teaching portfolio; 2 Full year at Roses. Additional positions and duties not covered in this article shall be negotiated as necessary.
 4. For Principal's pay schedule (see addendum listed as 'Principal Pay Schedule')
6. For the 2018/2019 school year, unit members will receive retroactive pay to the beginning of the school year.
 1. Unit members will receive retroactive pay with their June 30 (50%) and July 15 (50%) 2019 paycheck.
 2. Retroactive pay for the 2018/2019 school year will be capped at \$9,000.
 3. Employees are responsible to turn in transcripts, certificated hours of completion and job information (i.e., through an official form provided by HR) for verification purposes by June 1, 2019 to Principal or Head of School.
 1. For transcripts, unofficial transcripts from the university will need to be received by June 3rd, 2019 with official transcripts no later than June 14th, 2019.

June 5, 2019 draft of Rosas Unidas/Roses in Concrete CBA for review by both parties.

7. For the 2019/2020 school year, the salary schedule (appendix a) shall be reduced by 7% across the board (appendix b) for all unit members above \$50,001 and 3% for staff who make below \$50,000.

1. In the 2019/2020 school year following the renewal of the Roses In Concrete charter petition, the salary schedule (appendix b) shall revert to the prior year's salary schedule (appendix a), retroactive to the beginning of the 2019/2020 school year.

PROPOSED PAY SCALE – TEACHERS & ADMINISTRATORS

Basic: Non Credentialed/1st year Non Credentialed

Professional: Credentialed

Model: +30 Units or Model teaching portfolio

Master: +45 Units or Master teaching portfolio; 2 Full **year** at Roses

	Basic 2%	Professional 2%	Model 2%	Master 2%
1	55,000.00	60,000.00		
2	56,100.00	61,200.00		
3	57,222.00	62,424.00	67,424.00	
4	58,366.44	63,672.48	68,772.48	72,772.48
5	59,533.77	64,945.93	70,147.93	74,227.93
6	60,724.44	66,244.85	71,550.89	75,712.49
7	61,938.93	67,569.75	72,981.91	77,226.74
8	63,177.71	68,921.14	74,441.54	78,771.27
9	64,441.27	70,299.56	75,930.37	80,346.70
10	65,730.09	71,705.55	77,448.98	81,953.63
11	67,044.69	73,139.67	78,997.96	83,592.70
12	68,385.59	74,602.46	80,577.92	85,264.56
13	69,753.30	76,094.51	82,189.48	86,969.85
14	71,148.36	77,616.40	83,833.27	88,709.25
15	72,571.33	79,168.73	85,509.93	90,483.43
16	74,022.76	80,752.10	87,220.13	92,293.10
17	75,503.21	82,367.14	88,964.54	94,138.96
18	77,013.28	84,014.49	90,743.83	96,021.74
19	78,553.54	85,694.77	92,558.70	97,942.18
20	80,124.61	87,408.67	94,409.88	99,901.02

Masters	\$1,000
Doctorate	\$1,500
BCLAD	\$2,000
Head of School Stipend	\$15,000

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Lead Teacher Stipend (K-2, 3-5, 6-8)	\$7,500
Stipended position for no more than 5 years	
Year-Long Shared Leadership Committee Work	\$500
Administrative Stipend for Subbing as Admin	\$200/Day
Additional Retreat / Collaboration Days	\$200/Day
Developing and Leading PD	\$35/Hour

PROPOSED PAY SCALE FOR CUSTODIAL POSITIONS

Custodian: Responsible for Daily Custodial Duties, Grounds-keeping, and Facilities

Senior Custodian: Responsible for Ordering Supplies & Oversight of Maintenance, Facilities

	Custodian 2%	Head Custodian 2%
1	33,500.00	
2	34,170.00	
3	34,853.40	36,500.00
4	35,550.47	37,230.00
5	36,261.48	37,974.60
6	36,986.71	38,734.09
7	37,726.44	39,508.77
8	38,480.97	40,298.95
9	39,250.59	41,104.93
10	40,035.60	41,927.03
11	40,836.31	42,765.57
12	41,653.04	43,620.88
13	42,486.10	44,493.30
14	43,335.82	45,383.16
15	44,202.54	46,290.83
16	45,086.59	47,216.64
17	45,988.32	48,160.97
18	46,908.09	49,124.19
19	47,846.25	50,106.68
20	48,803.17	51,108.81

Work Year: 225 Work Days, 20 Days Vacation, 15 Holidays = 260 days*

5 Years at Roses retention bonus for all staff

\$2,000

**Proposed Working Year, Working Days, Vacation Days and Holidays, Matched to San Leandro Unified School District*

PROPOSED PAY SCALE FOR FOOD SERVICES POSITIONS

Office Assistant: Reception, Attendance ...

Office Manager: Oversight of Office, Cafeteria, and Maintenance

	Food Services 2%	Food Services Manager 2%
1	33,000.00	40,000.00
2	33,660.00	40,800.00
3	34,333.20	41,616.00
4	35,019.86	42,448.32
5	35,720.26	43,297.29
6	36,434.67	44,163.23
7	37,163.36	45,046.50
8	37,906.63	45,947.43
9	38,664.76	46,866.38
10	39,438.05	47,803.70
11	40,226.82	48,759.78
12	41,031.35	49,734.97
13	41,851.98	50,729.67
14	42,689.02	51,744.27
15	43,542.80	52,779.15
16	44,413.66	53,834.73
17	45,301.93	54,911.43
18	46,207.97	56,009.66
19	47,132.13	57,129.85
20	48,074.77	58,272.45

Office Manager Work Year: 225 work days, 15 holidays = 240 total paid days*

Office Assistant Work Year: 184 work days, 14 holidays = 198 total paid days*

5 Years at Roses retention bonus for all staff

\$2,000

**Matched to San Leandro Unified School District*

PROPOSED PAY SCALE FOR OFFICE ASSISTANT AND OFFICE MANAGER POSITIONS

Office Assistant: Reception, Attendance, and Supplies

Office Manager: Oversight of Office, Cafeteria, and Maintenance

	Office Assistant 2%	Office Manager 2%
1	40,000.00	60,000.00
2	40,800.00	61,200.00
3	41,616.00	62,424.00
4	42,448.32	63,672.48
5	43,297.29	64,945.93
6	44,163.23	66,244.85
7	45,046.50	67,569.75
8	45,947.43	68,921.14
9	46,866.38	70,299.56
10	47,803.70	71,705.55
11	48,759.78	73,139.67
12	49,734.97	74,602.46
13	50,729.67	76,094.51
14	51,744.27	77,616.40
15	52,779.15	79,168.73
16	53,834.73	80,752.10
17	54,911.43	82,367.14
18	56,009.66	84,014.49
19	57,129.85	85,694.77
20	58,272.45	87,408.67

Office Manager Work Year: 225 work days, 15 holidays = 240 total paid days*

Office Assistant Work Year: 184 work days, 14 holidays = 198 total paid days*

5 Years at Roses retention bonus for all staff

\$2,000

** Work Year, Working Days, and Holidays, Matched to San Leandro Unified School District*

PROPOSED PAY SCALE FOR SCHOOL PSYCHOLOGIST

Professional: Psychology or Counseling Intern

Model: DOC or MA

Master: DOC or MA; 2 Full year at Roses

Years	Basic 1%	Professional 2%	Model 2%	Master 2%
1	85,000.00	90,000.00		
2	85,850.00	91,800.00	93,636.00	
3		93,636.00	95,508.72	97,418.89
4		95,508.72	97,418.89	99,367.27
5		97,418.89	99,367.27	101,354.62
6		99,367.27	101,354.62	103,381.71
7		101,354.62	103,381.71	105,449.34
8		103,381.71	105,449.34	107,558.33
9		105,449.34	107,558.33	109,709.50
10		107,558.33	109,709.50	111,903.69

5 Years at Roses retention bonus for all staff

\$2,000

TEACHING PHILOSOPHY

“Who have you always wanted to be?”

Purpose: *The purpose of this development activity is for you to create a teaching philosophy that is driven by your vision and mission for a better world. This activity will also prepare you to consider community responsiveness as part of how you will practice your teaching philosophy. Please take the time to answer the following questions. (Please note the differences between a vision and mission.)*

HEART-Vision

Why do you teach? Why do you teach in this community?

What is your vision for a better world? How does your vision relate to the reasons why you teach?

Starting with the prompt below, write out your **Vision** for teaching based on your answers to the above questions:

The purpose and values in my classroom are...

Given your vision, what does success look like in your classroom?

HEAD-Mission

How does your classroom practice reflect your vision?

What, if any, part of your classroom practice contradicts your vision?

Using the prompt below, write a **Mission Statement** based on your answers above:

In my class...

What are the impediments to your vision and mission?

HANDS-Action Plan

RESPONSIBILITY

What is your responsibility as a teacher? How does your classroom practice reflect your responsibility?

RELEVANCE

What are the most pressing needs of the community where you teach? How does your classroom practice reflect those beliefs?

RELATIONSHIPS

What kind of relationships do you aim to have with the students and families you serve? How does your classroom practice reflect those aims?

Complete the following sentences:

I became a teacher because...

As a teacher, I want to be...

My purpose/values are...

You will be able to see this in my classroom when...

My **responsibility** as a teacher is...

I develop **relationships** with my students by...

My class is **relevant** when...

Addendum2

community responsive teacher growth plan

“Who will you become based on what your community needs you to be?”

Purpose: *The purpose of this development activity is to use the work from your philosophy, your other professional development activities, classroom coaching/observations, and your formal evaluation to develop a community responsive teacher growth plan.*

Step 1: Review and analyze your own reflections on your classroom teaching, lessons from your professional development, coaching/observations from colleagues, and formal feedback from your teaching evaluation.

Step 2: Review the latest version of your Community Responsive Teaching Philosophy.

Step 3: Based on these reviews, choose 3 elements of your teaching (1 from each domain) that you want to work on.

Step 4: Describe the challenges to your growth in each area and how you plan to overcome those challenges.

Step 5: Meet with your evaluator to discuss and agree upon your growth plan.

RELEVANCE

Name the element of RELEVANCE that you plan to work on:	Describe the challenge(s) related to this quality:
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How do you plan on responding to the challenge(s) related to developing this quality?

Name and describe actions that you will take to improve your practice in this area.

1.
2.
3.

RELATIONSHIPS

Name the element of RELATIONSHIPS that you plan to work on:	Describe the challenge(s) related to this quality:

How do you plan on responding to the challenge(s) related to this quality?

Name and describe actions that you will take to improve your practice in this area.

1.

2.

3.

RESPONSIBILITY

Name the element of RESPONSIBILITY that you plan to work on:	Describe the challenge(s) related to this quality:

How do you plan on responding to the challenge(s) related to this quality?

Name and describe actions that you will take to improve your practice in this area.

1.

2.

3.



Job Description Head of School

The Head of School must:

- Have the skill, will, knowledge and capacity to execute on the comprehensive educational vision and mission of our school as well as communicate effectively with all stakeholders;
- Be committed to building an effective school community and leading it through its initial phases of growth;
- Be able to lead and unite a group of talented, dedicated and experienced educators by being a loving, trustworthy and reflective leader;
- Approach the work with a balance of decisiveness and inquiry;
- Be humble and self-aware;
- Manage and make decisions based on student success and well-being;
- Engage regularly with families, children, and our broader community;
- Maintain regular communication with the RiC board; and
- Ensure our core values come alive in all aspects of our school including professional development sessions, staff meetings, family conferences, school wide assemblies, and interactions with our wider community.

Key responsibilities for Head of School

The Head of School is expected to do the following:

Teaching & Learning

- Have a clear vision for implementing a humanizing and intellectually challenging curriculum in a school committed to social justice education;
- Cultivate a professional teaching climate where teachers drive their own growth;
- Support faculty learning communities and learning models that include strategic use of the Teaching Excellence Network (TEN);
- Use data to drive instructional program by utilizing innovative and engaging assessment methods; and
- Monitor student progress, communicate it to families, and provide additional support where needed.

School Culture

- Maintain behavioral standards for students and adults that align with the highest expectations of the community we serve;
- Create and sustain a safe, healthy, and empowering school environment through clear and consistent disciplinary boundaries;
- Prioritize character development as a key element of our school's overall purpose to challenge *all* systems of oppression to achieve community liberation and empowerment; and



- Ensure a loving, trusting, inspiring, and celebratory school culture.

Aligned Staff

- Recruit, hire, and manage teachers and other staff to meet ambitious performance standards;
- Develop a team culture with a group of accomplished and experienced educators who are aligned to the vision and goals of our school;
- Create a culture for recruitment and development of early career teachers and school leaders for our apprenticeship program; and
- Ensure all staff receive timely and meaningful feedback to grow their practice.

Systems & Operations

- Continually navigate emerging federal, state and local policies and budgetary practices that will impact our school's mission of educational empowerment;
- Understand policy issues such as school choice, student nutrition, enrollment and citizenship, standardized testing, academic freedom, labor rights, and community partnerships; and
- Have a participatory yet critically engaged approach to the recently ratified Local Control Funding Formula (LCFF) and the associated Accountability Plan (LCAP) as budgetary models.

Community Engagement

- Build loving, trusting and effective relationships with students and families;
- Build and maintain various partnerships with mission aligned community organizations in order to ensure students, families and staff have the best resources; and
- Develop and maintain a lab school culture for emerging educators while successfully collaborating with all community members and stakeholders that include universities, philanthropic entities, school districts, non-profit agencies, and community members.

Minimum qualifications

- Bachelor's degree
- Tier I Administrative Service Credential
- Minimum of five years experience as a social justice classroom teacher
- Steadfast commitment to East Oakland or a similar community
- Success leading a school for at least five years in East Oakland or a similar community that included:
 - supporting families and ensuring a high level of engagement;
 - developing talented and accomplished teachers;
 - establishing and maintaining effective community partnerships;
 - achieving exemplary outcomes for students;
- familiarity with charter/autonomous schools and our target population;
- experience with facilities and technology;
- supervisory experience involving accomplished veteran instructors and staff;
- successful fundraising experience;



- active participant in a professional learning network; and
- positive references from all school stakeholders.

Additional qualifications

- School start up or transformation experience;
- Widely respected for impact on student academic success and achievement beyond the classroom;
- Recipient of formal and/or informal recognition from community and educational; organizations, professional organizations, and/or parent and student groups;
- Life experience that reflects the socioeconomic, cultural and racial/ethnic backgrounds of the East Oakland community; and
- Bilingual in Spanish and English or willingness to become bilingual.

Salary & Benefits

The position offers competitive salary and benefits that are commensurate with experience.

The Head of School will report to The RiC Board of Directors.

As an equal opportunity employer, we are committed to identifying and developing the skills and leadership of people from diverse backgrounds. We do not discriminate on the basis of race, color, gender, disability, age, religion, sexual orientation, or national or ethnic origin.



Job Description Business Manager

Job Purpose Statement: The job of Business Manager was established for the purpose of providing complex administrative and clerical support to the Head of School and the school community as a whole. The position is responsible for overseeing the day to day school office activities, up keeping a facilities maintenance and repair plan, overseeing and managing the national school lunch program, maintaining and monitoring student and employee information, providing information, recommendations and/or direction as may be requested by the Head of School.

Duties and Responsibilities

Finance and Accounting

- Accounting: Establish internal financial documentation and record-keeping systems. Guide the Office Manager to ensure that the Office Manager provides supporting documentation to the business service provider. Work as liaison with business service provider as needed to ensure that accounting transactions are accurate and appropriate for RICCS's operations.
- Accounts Receivable and Accounts Payable: Establish internal financial documentation and record-keeping systems to enable the School Director, in conjunction with the business service provider, to ensure that all receivable balances are accurate and that all accounts payable are appropriately accounted and documented.
- Purchasing: Prepare and maintain appropriate vendor purchasing policies, develop and implement vendor intake and purchasing procedures, and monitor school purchasing practice. Ensure documentation of all purchase transactions. Negotiate vendor contracts and maintain relationships with all school vendors.

Federal, State, Local and Grant Reporting

- CRDC, CALPADS, CBEDS, SARC, and Local Reporting: Complete all reporting in timely manner and within deadlines. Work with other school personnel to ensure accurate data reported.
- Grants Reporting: Complete any reporting necessary for all grants. Deadlines will vary.

Testing

- SBAC, STAR Science, Social Studies, PFT: Coordinate annual testing process, including ordering, administering, and submitting materials. Ensure practice



testing is happening and teachers are trained to administer the tests.

- CELDT: Coordinate initial and annual CELDT testing process, including ordering, administering, and submitting materials. Additionally, completing the reclassification process for students and connecting with teachers and staff for some designations.

Facilities

- Upkeep: Manage work orders and compile summer improvement projects. Work with Board Facilities committee
- Security: Main contact person for the security of the building and ensuring that all staff have keys and access codes to the building.
- Fire Guidelines: Connect with local fire department to ensure we are following all fire guidelines. Connect with them for fire drills and other emergencies.
- Drills and Safety: Maintain up to date safety handbooks and assist in conducting monthly drills. Research and help adopt best practices in our safety procedures.

Enrollment

- Recruitment: Assist in recruitment activities, in pre enrollment testing and any other support needed.
- Enrollment: Support families in completing their registration documents. Ensuring student files are complete and all necessary data is collected. Enrollment encompasses the student information but also the lunch program application and other pertinent information needed from each family.

National School Lunch Program

- Overview of program: Overview the operations of the program and create bills for families. Ensure that all students are receiving the meals needed. Ensuring staff have necessary training for their jobs. Participate in the RFP process.
- Audit preparation: Establish a routine way of checking auditable paperwork. Ensure all board approved policies are updated yearly. Serve as the Director of the Wellness Committee. Sign up Roses for all mandatory trainings regarding the national school lunch program.
- Accurate Data Assurance: Spot check counts, student data, and reporting. Ensuring that all counts are accurate and match the MealTime system, the order counts and the left over. Control supply and demand of food orders.



School Operations

- Field Trips: Help coordinate field trips passes, transportation, substitutes, meals, etc. for smooth field trip days.
- Substitutes: Coordinates daily substitute activities (certificated and non certificated) for the purpose of ensuring that staff absences are covered in a timely manner and that student safety and educational process needs are met.
- Daily Attendance and Truancy: Ensure accurate attendance taken daily and truancy follow up for students. Complete all attendance reports for the school, district, and other officials.
- Student Information and Records: Maintains a wide variety of manual and electronic documents files and records (e.g., student registration data, student health forms, master calendar, budget data, employee records, financial records, reports) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements.
- Personnel Records: Maintain up to date personnel files. Manage business insurance (worker's comp, business liability insurance, director & officer's, etc.) to ensure they are compliant with all business agreements and effectively manage CSCE's business risks.
- Scheduling: Creating class lists, scheduling the lunch monitor staff,
- Other: Participates in a variety of meetings, workshops, and/or trainings for the purpose of providing or receiving information, recording minutes, and supporting the needs of the attendees. Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.
- Other job duties as assigned by the Head of School

QUALIFICATIONS

Ability to:



- Perform a variety of secretarial duties involving use of independent judgment, accuracy, speed, and confidentiality.
- Relate well to a variety of individuals, including students, parents, staff, volunteers and the community.
- Proficiently operate and maintain office equipment.
- Perform secretarial work without continuous supervision and coordinate the work of others.
- Maintain a professional demeanor at all times.
- Understand and carry out oral and written instructions.
- Maintain cooperative working relationships with those in the course of work, maintaining confidentiality of specified information.
- Keyboard a net corrected speed of 50 words per minute, take dictation and transcribe it accurately, or use dictation equipment with proficiency.
- Set up and maintain filing systems.

Minimum qualifications

- Bachelor's Degree or higher, supplemented by additional training in office organization and secretarial skills.
- Three years of experience in increasingly responsible role which has included the exercise of independent judgment, preferably including experience in a public school system, or any combination of training and experience that could likely provide the desired knowledge and abilities.
- Background clearance
- TB clearance

In addition to the qualifications noted above, staff will also be expected to:

- Share the mission and vision of the Roses in Concrete Community School;
- Model the high standards and professionalism;
- Maintain loving, positive, and productive relationships with families, community, and colleagues;
- Demonstrate ability to collaborate in an effective and productive manner with all stakeholders;
- Model a strong work ethic;
- Be flexible and resilient;
- Be highly organized;
- Show a consistent commitment to continuous intellectual growth.

Salary & Benefits

The position offers competitive salary and benefits that are commensurate with experience.

The Business Ma

nager will report to the Head of School.



As an equal opportunity employer, we are committed to identifying and developing the skills and leadership of people from diverse backgrounds. We do not discriminate on the basis of race, color, gender, disability, age, religion, sexual orientation, or national or ethnic origin.



Job Description Dean of Students

Purpose Statement

The Dean of Students is charged to motivate students to achieve their full potential. S/he is responsible for shaping and sustaining the school's culture and ensuring that the students internalize the school's values for academic excellence and social justice providing leadership to the staff and overseeing the implementation of school-wide systems and procedures.

Essential Responsibilities include the following:

Student and Staff Support

- Serves as a resource for staff and parents in working with students, creating a positive school climate, and helping students develop a positive self-image
- Organize and implement the school's Positive Behavior Intervention and Support program (PBIS) and display on main hallway bulletin
 - Monthly attendance recognition
 - Weekly and monthly citizenship awards
 - Academic and citizenship awards each trimester
- Receive behavior referrals and confer with students, parents and staff
- Communicate daily with students, parents and staff regarding behavior and discipline matters
- Respond to and resolve parent, student and staff concerns regarding behavioral and climate issues
- Serve as liaison between families and community-based organizations to provide resources (shelter, food, health, etc.) to families
- Facilitate healing/restorative circles for students, staff and parents
- Monitor students during lunch, recess, passing periods, and other activities
- Provide direction to staff, volunteers and student programs/services
- Participate in formal and informal classroom visitations and observations and provide recommendations and suggestions for improvement as appropriate
- Participate, as needed, in Individual Educational Plan meetings and Student Success Teams
- Facilitate leadership groups for students weekly and for groups of students needing extra support to be successful in the classroom
- Remain fully present throughout the school day to respond to the ever-changing needs of our environment

Culture and Climate

- Develop and implement the school's character development program and ensure it builds and reinforces positive self-identity and necessary character strengths
- Coordinate and implement a school-wide behavior management system with meaningful incentives and re-direction strategies
- Partner with parents and families to build an authentic school-wide community
- Lead recognition assemblies, parent academies, community meetings and other school-wide culture building activities



- Work closely and effectively with children who have/are experiencing trauma resulting in behavior challenges.
- Engage their families, partner with behavioral health organizations and support services to execute individual individualized behavior interventions when needed
- Facilitate staff trainings on student-teacher relationships, classroom management, parent partnership and school culture
- Conduct regular school culture walk-throughs to help staff maintain a high bar of excellence
- Supervise and/or lead school morning circle, breakfast, lunch, recess, dismissal and transitions to ensure they are orderly and positive
- Accurately monitor and analyze daily student attendance, homework and discipline data; create new systems and structures to proactively address school's areas of need
- Enforce and monitor the enforcement of the student code of conduct including but not limited to: attendance, behavior, dress code

Data Reporting and Analysis

- Document and file behavior referrals, suspensions, and restorative/transformational justice practices that are put into practice when that student is welcomed back into their classroom
- Provide monthly referral and suspension reports and work with the leadership team to critically analyze data

Attendance Support

- Communicate daily with students, parents and staff regarding attendance matters
- Work with the GROWTH Team to develop and implement attendance support plans for students and families
- Organize and implement attendance reward program to reach a school-wide goal of 96% ADA
- Conduct home visits, follow up and provide other support to students considered truant
- Connect or provide resources to families (arranging carpools, securing bus passes, alarm clocks, etc.)

ASP Support

- Supervise late pick up students on campus after school
- Record and keep track of pick up times

Requirements

This position requires a creative and inspiring educator with adult leadership experience, high energy, excellent organizational abilities and a talent for creating a warm and supportive environment for children and their parents. Applicants must demonstrate:

- Strong belief in the mission and vision of Roses in Concrete Community School.
- Interest in providing only the highest quality educational, social and emotional experiences for students and their families
- Superior grasp of effective, research-based behavioral methods and strategies for urban youth, including a restorative justice model
- Proven ability to influence and enhance cooperative working relationships within a team environment
- Ability to lead within a fast-paced, dynamic, and rapidly-changing environment



- Exemplary instructional and classroom management skills
- Proven track record of meeting extremely high standards for student achievement
- High level of organization and planning
- Excellent communication skills with diverse constituents (teachers, parents, children, board members); clear writer, facilitator and public speaker
- Proven ability to proactively lead by example, effectively manage adults, and respond positively to feedback
- Team player: maturity, humility, grit, flexible, follow-through, sense of humor and open to feedback

Minimum qualifications

- Master's degree preferred
- California teaching credential; BCLAD preferred
- Fluent in English and Spanish preferred
- Minimum of five years classroom teaching experience as a full time teacher in Oakland, or similar community;
- Minimum of three years administrative experience
- Background clearance
- TB clearance

Preference will be given to candidates that:

- Have recognition or acknowledgement in the community and/or the field for their impact on student success and achievement beyond the classroom;

In addition to the qualifications noted above, staff will also be expected to:

- Share the mission and vision of the Roses in Concrete Community School;
- Display the qualities of a master pedagogue that models best practices, is comfortable with visitors in the classroom, and can explain the programs and processes being implemented to best serve urban students;
- Model the high standards s/he has for students;
- Maintain loving, positive, and productive relationships with families, community, and colleagues;
- Demonstrate ability to collaborate in an effective and productive manner with all stakeholders;
- Display the will and skill to participate in effective professional learning communities as adult scholars;
- Manifest high levels of professionalism in daily business;
- Model a strong work ethic;
- Be flexible and resilient;
- Have experience using technology as a teaching and learning tool;
- Have strong verbal and written communication skills;



- Be highly organized;
- Show a consistent commitment to continuous intellectual growth, scholarship, and implementation of research and data-based practices.

Salary & Benefits

The position offers competitive salary and benefits that are commensurate with experience.

The Dean of Students reports to the Head of School.

As an equal opportunity employer, we are committed to identifying and developing the skills and leadership of people from diverse backgrounds. We do not discriminate based on race, color, gender, disability, age, religion, sexual orientation, or national or ethnic origin.



Job Description

Director of Visual and Performing Arts

Purpose Statement

The Director of Visual and Performing Arts (DVAPA) position was established for the purpose of providing strong leadership that results in a performing arts program that affords first class teaching and learning opportunities for students, staff and community. The DVAPA is responsible for instigating and developing an innovative approach to the performing arts that will stimulate all students to achieve their full potential. In addition, the DVAPA is responsible for developing and implementing a creative curriculum across the performing arts ensuring the delivery of high quality music, drama and dance provision in all curricular and extra curricular activities.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Advise the Head of School on all matters connected with the delivery of performing arts and liaise on timetable planning and other curriculum issues.
- Participate in curriculum development and relevant areas of policy making.
- Undertake regular audits and quality assurance/control which is being delivered in the performing arts.
- Coordinate with the appropriate personnel work to be performed by all teaching and non-teaching staff.
- Keep up-to-date about subject development and to take part in relevant professional development for this purpose.
- Lead the program's monitoring and Self Evaluation processes.
- Ensure the effective implementation of school policies. Prepare individual and group reports, and analyze and report on summative data.
- Promote and lead the delivery of all extra-curricular performing arts activities.
- Demonstrate and encourage high standards of professionalism from all staff associated with the program.
- Demonstrate and inspire an enthusiastic and committed approach to teaching within the program.
- Coordinate the resources of the program, giving support and guidance to relevant staff.
- Supervise performing arts teaching and non-teaching staff, including performance management, quality assurance and day-to-day management.
- Demonstrate high levels of professionalism in the accurate completion of the administrative tasks, meeting all deadlines.
- Assist the Head of School in ensuring that a significant professional development program is designed and implemented including the evaluation of the PD program and liaising with the HOS to modify where appropriate.
- In conjunction with all staff, organize activities/processes that encourage team development (including parents and community partners).

Financial Management



- Set long term and short term budgets for appropriately and effectively resourcing the performing arts program.
- Monitor actual spending against forecast.
- Ensure that 'best value' principles are applied to all appropriate purchasing decisions.
- Evaluate use of financial resources to ensure that desired outcomes are met.
- Utilize business and community opportunities to improve the resources of the performing arts program.

Community Relations

- Develop initiatives to outreach to the community.
- Assist the HOS and other staff in the design and implementation of ways to actively involve parents/community in the performing arts program.
- Initiate, develop and maintain connections with local businesses and community organizations in an effort to enhance the learning experience of both the school community and our partners.
- Network with community partners and other schools to share best practices.
- Facilitate a broad range of activities in conjunction with staff, students and the wider community so as to deepen and broaden learners' experiences in the performing arts.

Facilities management

- Ensure that the physical resources to deliver the curriculum are acquired and are maintained effectively.
- Ensure that the facilities are used in the most effective way to meet the needs of all students and delivery of the curriculum.
- Manage the security, and Health & Safety aspects of the program including legal obligations.

Qualifications

The Director of Performing Arts must have:

- At least a master degree in a performing arts field.
- At least five (5) years of successful performing arts instruction, administrative and/or supervisory experience.

In addition to the qualifications noted above, staff will also be expected to:

- Share the mission and vision of the Roses in Concrete Community School;
- Model the high standards and professionalism;
- Maintain loving, positive, and productive relationships with families, community, and colleagues;
- Demonstrate ability to collaborate in an effective and productive manner with all stakeholders;
- Model a strong work ethic;
- Be flexible and resilient;
- Be highly organized;



- Show a consistent commitment to continuous intellectual growth.

Salary & Benefits

The position offers competitive salary and benefits that are commensurate with experience.

The Director of Visual and Performing Arts will report to the Head of School.

As an equal opportunity employer, we are committed to identifying and developing the skills and leadership of people from diverse backgrounds. We do not discriminate on the basis of race, color, gender, disability, age, religion, sexual orientation, or national or ethnic origin.



Job Description Lead Teacher

Purpose Statement

The job of Lead Teacher was established for the purpose of effectively managing the instructional growth and development of grade-level team members (K-2, 3-5) to ensure successful, culturally relevant, rigorous curriculum and instruction.

Essential Duties and Responsibilities

Plan and Facilitate Bi-weekly Praxis Learning Community Meetings That Support the Development and Maintenance of the School's Instructional Framework

- Effectively manage the instructional growth and development of grade-level team members (K-2, 3-5) to ensure successful, culturally relevant, rigorous curriculum and instruction
- Ensure PLCs are data driven and aligned to standards based instruction; support teachers to collect data, analyze it, make plans to address it, and continually repeat the process in improve student learning over time. continuous instructional improvement
- Support the implementation of an assessment system that includes formative and summative assessments (e.g. Northwest Evaluation Assessment (NWEA), IRLA/ENIL and writing assessments)
- 6 focal students: below, on and above grade level
- Coach teachers on TEN Individual Growth Plans (co-plan, co-teach/model, develop debrief/reflection protocols, locate, create & share resources for classroom use).
- Conduct observations aligned to the PLC focus to provide general feedback to the group as well as coordinate peer observations aligned to a PLC/school wide focus

Visionary Leadership in Dual Immersion (Language and Culture) Program

- Lead school-wide efforts to develop the program emphasizing both language and culture
- Provide regular communication with stakeholders
- Present a short and long term proposal for the Dual Immersion Program (ie. 50/50, 90/10, etc), including ways to track progress and effectiveness in language, literacy and culture
- Collaborate with Dean of Instruction to plan PD for the Dual Immersion Model
- Be a resource to teachers as they need support with implementation

Highly effective teacher

- Model effective classroom practices
- Serve as a model classroom for observation and walk-throughs for staff and visitors
- Mentor apprentice/student teachers
- Achieve exemplary student data
 - Averaging 1.5 years of growth for students below grade level as measured by MAP data and/or 80% readiness for next grade as measured by School Pace
- Maintain a minimum overall TEN score of 8.0 or higher and model effective use of TEN's professional growth system (commitment to philosophy, growth plan, feedback loops, PLCs, etc).

Other duties & responsibilities:

- Participate in the development of hiring processes and the vetting and onboarding of new teaching staff
- Attend 80% of Board meetings
- Manage and administer allocated team budget and resources, and lead future budget planning
- Collaborate with RiC directors to ensure effective and aligned school-wide structures and systems
- Serve as BTSA coach for beginning teachers

- Participate in the Leadership Team
- Other duties as assigned

Support for this role will come from

- Minimum bi-weekly One-on-One meetings with the Head of School

Qualifications:

- Knowledge of California State Standards, curriculum, education code and Special Education law.
- Ability to maintain effective and cooperative working relationships with students, parents, and school personnel.
- Ability to perform a variety of specialized and responsible tasks, maintain records, and meet schedule deadlines

Requirements:

- Possession of a valid California Teaching Credential in the appropriate content area as required by the California Education Code, Section 44860 and English Learner certificate (CLAD or BCLAD) as required by Board Policy
- Outstanding and /or Highly Satisfactory Summary Evaluations
- At least seven years of classroom teaching experience with demonstrated effectiveness in the subject matter, use of standards-based curriculum, instruction and assessment Desired Qualifications
- Successful experience working with a diverse adult and student population; track record of success in an urban school setting
- Skillful in analyzing student assessment data, instructional planning and professional development of teachers
- Experience in coaching, mentoring and modeling of data use in improving instruction
- Experience in group facilitation and conducting professional development in continuous school improvement
- Demonstrated knowledge of current research related to school improvement and educational equity
- Demonstrated ability to collaborate with colleagues and administrators
- Excellent interpersonal and communication skills; high degree of organization and effective time management
- Contribution to or leadership in effective, school-based reform to achieve educational equity
- Demonstrated knowledge of CCSS and a balanced assessment system

Qualifications:

- Knowledge of California State Standards, curriculum, education code and Special Education law
- Ability to maintain effective and cooperative working relationships with students, parents, and school personnel
- Ability to perform a variety of specialized and responsible tasks, maintain records, and meet schedule deadlines.

Requirements:

- Possession of a valid California Teaching Credential in the appropriate content area as required by the California Education Code, Section 44860 and English Learner certificate (CLAD or BCLAD) as required by Board Policy
- Outstanding and /or Highly Satisfactory Summary Evaluations
- At least seven years of classroom teaching experience with demonstrated effectiveness in the subject matter, use of standards-based curriculum, instruction and assessment Desired Qualifications
- Successful experience working with a diverse adult and student population; track record of success in an urban school setting
- Skillful in analyzing student assessment data, instructional planning and professional development of teachers
- Experience in coaching, mentoring and modeling of data use in improving instruction
- Experience in group facilitation and conducting professional development in continuous school improvement
- Demonstrated knowledge of current research related to school improvement and educational equity
- Demonstrated ability to collaborate with colleagues and administrators
- Excellent interpersonal and communication skills; high degree of organization and effective time management
- Contribution to or leadership in effective, school-based reform to achieve educational equity
- Demonstrated knowledge of CCSS and a balanced assessment system



Job Description

Director of Special Education

Purpose Statement

The job of Director of Special Education was established for the purpose of developing, coordinating, and implementing the school's special education program to improve student academic success and socio-emotional development.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Plan, implement, monitor and evaluate the instructional program for students receiving special education services.
- Supervise and evaluate the performance of assigned staff.
- Conduct and attend meetings, resolve ad-hoc problems, provide directives and guidance for staff, special education personnel, and the public.
- Prepare and maintain a variety of narrative and statistical reports, records and files.
- Communicate with other administrators, District personnel and members of the public to coordinate activities, resolve issues, and exchange information.
- Develop special education budgets and purchases.
- Supervise the identification, evaluation, and placement of students referred for special education.
- Supervise and assist in evaluation of student progress through coordinating academic, health, language, and psychological testing.
- Assist head of school and special education teachers with student academic and socio-emotional support.
- Prepare applications, reports and documents for submission to the Local, State and Federal agencies.
- Supervise preparation of Program Quality Reviews for special education.
- Monitor laws and regulations pertaining to special education responsibilities and recommend required policies and procedures.
- Monitor laws and regulations pertaining to special education and develop written policies and procedures to follow legal requirements.
- Participate in special education programs with public and private organizations and agencies including County Office of Education and Special Education Local Plan Area (SELPA).
- Plan and organize school's special education programs.
- Supervise implementation of Individual Education Plans (IEP's).
- Provide information, assistance and counseling to parents of special education students through conferences and home visits.
- Assist with supervision and evaluation of special education staff in conjunction with head of school.
- Assist in training of staff as related to special education.
- Represent the school in due process hearings and mediation.
- Attend regular special education advisory committee meetings.
- Coordinate district special education services with local and state, public and private organizations and agencies.



- Participate in other activities necessary to enable students and the school to accomplish objectives.
- Serve as the school's 504 coordinator.
- Perform other duties similar to the above in scope and function as required.
- Conduct regular meetings and trainings for special education staff.

Requirements:

- Five (5) years teaching experience or special education (school psychologist, etc.) experience.
- Three to five years increasingly responsible educational management experience preferred.
- Master's degree in education or public administration or related field from an accredited university or college.
- Experience collaborating with community based organizations and other city agencies.
- Experience providing case management, facilitating support groups, and counseling in a school setting.
- Excellent communication and interpersonal skills, experience working with multidisciplinary teams, bicultural, Spanish bilingual desired.
- Knowledge and experience with computers, including: word processing, databases, and Internet access.

In addition to the qualifications noted above, staff will also be expected to:

- Share the mission and vision of the Roses in Concrete Community School;
- Model the high standards and professionalism;
- Maintain loving, positive, and productive relationships with families, community, and colleagues;
- Demonstrate ability to collaborate in an effective and productive manner with all stakeholders;
- Model a strong work ethic;
- Be flexible and resilient;
- Be highly organized;
- Show a consistent commitment to continuous intellectual growth.

Salary & Benefits

The position offers competitive salary and benefits that are commensurate with experience.

The Director of Special Education will report to the Head of School.



Mission

The Roses in Concrete Community School (“RiC”) will be a K-8 school in East Oakland founded on the belief that schools should emphasize knowledge of self, character, and intellectual growth to prepare students to fundamentally impact the global society while learning to live, learn, work and thrive in their own communities.

Our primary goal is to develop youth committed to lives characterized by self-discipline, integrity, love and hope in the pursuit of justice and equity for all communities. We encourage our students, who are broadly invested in academic, artistic, athletic, and extracurricular pursuits, to demonstrate the spirit of the Warrior-Scholar. As Warrior-Scholars, our students will cultivate the courage to stand as warriors on the side of justice while having the scholarly faculties to decipher where justice resides in a complex society.

Leadership Values for Roses in Concrete Team

Roses in Concrete’s core values are *Resources, Relationships, Relevance, Rigor, and Responsibility*. Every member of the RiC team is expected to effectively collaborate in order to ensure these values come alive in our school every day. As such, this document refers to everyone on this team as a leader – someone who is fully responsible and accountable for enacting our vision. As a leader on a team of exceptional educators and activists, each member of this team must manifest a communication and leadership style that is grounded in the RiC vision and values.

The founding team of RiC must be ideologically, pedagogically, and culturally grounded in ethical principles of humanization, humility, and critical social resistance. This vision should include clarity on the historical and current conditions that exist within the community and a certainty as to the human possibilities existing within every child and family. Equally crucial is the ability to maintain an environment of collaboration and camaraderie in the spirit of modeling the importance of solidarity as the core of a successful communal culture.

Lastly, it is critical that RiC leaders are preoccupied with the education and safety of our children, a family’s most precious gift and our community’s hope for a better future. This preoccupation necessitates an emphasis on impact with a keen eye focused on the day-to-day enactment of courage and respect. Such a leader does not require perfection or fame; but rather, hope, heart, soul, and commitment.

Core Values

- **Resources:** We will ensure students’ basic needs are met (i.e., food, clothing, shelter, and safety) through invested relationships with families, students, and our community.
- **Relationships:** We will ensure students feel included, cared for, and can identify at least one adult on campus they can go to for immediate support.
- **Relevancy:** We will ensure students understand and articulate their own value and cultural history.
- **Rigor:** We will ensure students receive highly challenging academic, athletic, artistic, and social environments coupled with high levels of support so they are comfortable, confident, and effective in any environment.
- **Responsibility:** We will ensure students reflect the spirit of the Warrior-Scholar.

We believe that the point of education is not to *escape* poverty. The point of education is to **end** poverty. We will do this by cultivating new generations of Warrior-Scholars who understand the importance of developing careers and returning to vulnerable communities like East Oakland, to invest and serve as community leaders.

Job Description (General)

Classroom Teachers

In the Fall of 2014, Roses in Concrete Community School (RiC) received a K-8 charter and is set to open its doors in the Fall of 2015 with grades K, 1, 2, 3 and 4. The Founders of RiC are looking for a school team of dedicated, experienced, and passionate educators to actualize our mission and vision for students and families in East Oakland.

Teachers must:

- Aspire to love each and every student as if they were a member of their own family;
- Be committed to building and realizing the mission and vision of the Roses in Concrete Community School;
- Be caring, committed, and collaborative with their colleagues;
- Be open and responsive to feedback from all stakeholders (families, students, colleagues, leadership);
- See their teaching as part of a social movement bigger than their classroom;
- Feel a deep sense of commitment to students and the community that they are serving, approaching teaching in urban schools as “a way of life”;
- Be committed to continually growing as educators to seek out ways to help their students learn;
- Be ethnographers of our community to deepen understandings of challenges facing the students RiC serves;
- Work in solidarity with staff, students, and families to make RiC a center of health in East Oakland;
- Achieve high levels of student academic and social engagement and achievement;
- Create and share pedagogy that develops students’ knowledge and love of self, the ancestors, and the world around them;
- Create and share pedagogy that draws on students’ lived experiences and cultural ways of knowing in a way that is socially transformative for the student, the school, and the community;
- Motivate students across social and academic skill levels;
- Respond to academic and social-emotional needs of students in their classrooms;
- Recognize and utilize assets and community cultural wealth of all students, families, and staff;
- Utilize community responsive pedagogy to celebrate students’ humanity and help them understand their historical, material, cultural, and social contexts in order to transform them;
- Facilitate students’ ability to transition between and across multiple identities, while developing in them an awareness of the world and their position in it;
- Develop the necessary analytical, social-emotional, and academic skills so that students can effectively navigate their social conditions and mainstream culture in order to become socially, politically, and economically viable agents of social transformation;
- Engage students and families in respectful, affirming, and supportive relationships;
- Be able to establish community, family, and home-like characteristics in the classroom;
- Engage in explicit, authentically caring practices with every student;
- Be committed to annually apprenticing future teachers to serve in Oakland Unified Schools;
- Show curiosity in students’ interests, dreams, and desires.

Key responsibilities for Teachers

Teachers are expected to do the following:

- Attend and actively participate in professional development, team, and staff meetings;
- Effectively implement community responsive curriculum design and assessments;
- Actively collaborate across all professional teams;
- Set clear short-term and long-term goals to drive instruction;
- Consistently assess student progress and use those assessments to inform students and parents of progress and guide supportive interventions for students who are struggling academically, socially, or emotionally;

- Consistently implement support plans to maximize success for all students;
- Administer RiC's student policies and procedures;
- Maintain a community responsive classroom culture that amplifies student learning;
- Abide by all state and federal mandates in reporting sexual or physical abuse and neglect.

Minimum qualifications

- Bachelor's degree
- California teaching credential;
- A teacher of non-core courses may not necessarily need to hold a teaching credential but will be required to meet the expectations to be a "Highly Qualified" teacher as set forth under the ESEA;
- Demonstrated subject matter competence and successful instructional expertise with urban students of same/similar cultural and ethnic backgrounds;
- Background clearance
- TB clearance

Preference will be given to candidates that:

- Are bilingual in Spanish and English;
- Have minimum of five years classroom teaching experience as a full time teacher in Oakland, or similar community;
- Have recognition or acknowledgement in the community and/or the field for their impact on student success and achievement beyond the classroom;
- Have designed and successfully implemented culturally and community responsive curriculum;
- Have similar life experiences as our students;
- Have a willingness to become multilingual in a language spoken by our students and families;
- Have a Master's, PhD, or EdD degree
- Have National Board Certification;
- Have successfully apprenticed pre-service teachers.

In addition to the qualifications noted above, staff will also be expected to:

- Share the mission and vision of the Roses in Concrete Community School;
- Display the qualities of a master pedagogue that models best practices, is comfortable with visitors in the classroom, and can explain the programs and processes being implemented to best serve urban students;
- Model the high standards s/he has for students;
- Participate in home visits for all their students;
- Maintain loving, positive, and productive relationships with families, community, and colleagues;
- Demonstrate ability to collaborate in an effective and productive manner with all stakeholders;
- Display the will and skill to participate in effective professional learning communities as adult scholars;
- Manifest high levels of professionalism in daily business;
- Model a strong work ethic;
- Be flexible and resilient;
- Have experience using technology as a teaching and learning tool;
- Have strong verbal and written communication skills;
- Be highly organized;
- Show a consistent commitment to continuous intellectual growth, scholarship, and implementation of research and data-based practices.

Staff Handbook 2019-2020

4551 Steele Street, Oakland, CA 94619

Office Hours: Monday--Friday 7:30 am – 4:00 pm

Main Office Telephone:(510) 698-.3794



“You see... you wouldn’t ask why the rose that grew from the concrete had damaged petals. On the contrary, we would all celebrate its tenacity. We would all love its will to reach the sun.” ~Tupac

INTRODUCTION

WELCOME

On behalf of the Board of Directors, families and students of the Roses in Concrete Community School ("RIC," "School" or "the School") we would like to welcome you to our community of learners in pursuit of an excellent education for all children. At RIC, we believe each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to our school and to engage in our collaborative process of learning for all. We are excited to learn and grow with you.

MISSION

As an employee of RIC the importance and value of your contribution cannot be overstated. Our goal at RIC is to provide the finest quality educational opportunities to our students and their families and to create an atmosphere that is conducive to harmony among all team members. You are a valued team member. You directly affect and influence students, families, the community and the quality of the RIC program. We are glad you have joined us and we hope you will find your work challenging and rewarding.

Our principal goal is to develop youth committed to lives characterized by self-discipline, integrity, love and hope in the pursuit of justice and equity for all communities. We encourage our students, who are broadly invested in academic, artistic, athletic and extracurricular pursuits, to demonstrate the spirit of the Warrior- Scholar. As Warrior-Scholars, our students will cultivate the courage to stand as warriors on the side of justice while having the scholarly faculties to decipher where justice resides in a complex society. Our purpose is to prepare students to fundamentally impact the global society while learning to live, learn, work and thrive in their own communities. We are committed to justice and interculturality to build a world where many worlds can coexist.

PURPOSE OF THIS HANDBOOK

This Handbook is intended to assist employees in becoming acquainted with the policies and practices of RIC. It explains our employment guidelines. We hope that it serves as a useful reference document for employees throughout their employment at RIC.

The Handbook neither implies nor establishes a contract between RIC and an employee. It is provided for your use as a ready reference and as a summary of our relevant personnel policies. You are required to read the entire Handbook and ask any questions to ensure that you have a complete understanding of the material covered. Employees are expected to thoroughly read this Handbook upon receipt as well as know and abide by the policies outlined herein, as revised over time, throughout their employment. **Once you have reviewed the Handbook, please sign the Employee Acknowledgment of Receipt, the Statement Acknowledging Requirement to Report Suspected Child Abuse and the Sexual Harassment Policy Acknowledgement at the end of this handbook. Please return all three to the Business Manager (a submission deadline will be provided to you early in the school year)**

Please understand that this Handbook only highlights our personnel policies, it is not exhaustive or all- inclusive. Circumstances may require that some policies, benefits, and practices described in this Handbook be changed from time to time. Consequently, RIC reserves the right to amend, supplement or rescind any provisions of this Handbook, as it deems necessary, at its sole and absolute discretion. As the policies are revised, updated pages will be distributed to you. Please keep your Handbook available and insert the updated material promptly so that your Handbook is current at all times. An updated Handbook will also be kept in the staff Google drive.

CURRICULUM AND INSTRUCTION

Roses is committed to a culturally-responsive and intellectually challenging curriculum and pedagogy steeped in social justice education that support students' self-esteem as they understand and articulate their own values and cultural history.

Curriculum and Instruction Design

Per our Mission, Vision and Moral Imperatives we will provide a welcoming, safe, nurturing, engaging, and critically conscious learning community for students, families and teachers. The strategies used to develop these types of learning environments will, as previously discussed, anchor the core principles of Maslow's Hierarchy of Needs with our five core educational strategies: resources, relationships, relevance, rigor, and responsibility.

Curriculum Maps*

Curriculum maps which specify the learning expectations to be met by students at each grade level for all core content areas will be developed throughout the school year and available to all staff members on Google Drive. It is expected that PLCs access their curriculum maps regularly to assist with planning for instruction. Essential questions, lesson plans, additional resources, links, and common formative assessments should be added to curriculum frameworks throughout the school year.

Instructional Time

One of the greatest responsibilities we have as educators is to protect the instructional time we have with our students. This means that every minute of every school day is important to the learning process.

Assessments

Each teacher is required to complete baseline, interim and summative assessments throughout the school year. Baseline assessments take place during the month of September with all other assessments occurring as outlined on the school calendar (See Appendix A). Assessments include IRLA/ENIL and NWEA Math, Reading and Science. Failure to complete assessments within the allocated time may result in disciplinary action.

Grading

A grading system for all students must be consistent, fair and reflective of the degree of mastery that the student has attained. Grades are a useful tool in the evaluation of student progress and therefore, should be as meaningful as possible. Students will receive a report card according to RIC calendar. Such reports will include grades based on the approved scale, attendance information, and an indication of conduct in class. Teachers are responsible for informing the families of their students about academic progress and related information as outlined above.

CLASSROOM EXPECTATIONS

Homework

RIC staff has adopted a universal homework policy that is intended to foster students' love of literature and reinforce learning reading skills. Each student is encouraged to read every day and complete a grade-level appropriate reading log. Staff are encouraged to develop fun and interactive reading response activities as a way to assess skill development. Additionally, for families requiring daily worksheets or weekly packets, teachers must have this work available.

Internet Usage (Students)*

Students at Roses in Concrete are allowed and expected to use computers as part of their education. There are computers with Internet access in every classroom. Although RIC does use a filtration system, some websites student will have access to may not be appropriate for children. All student activity on the Internet must be actively supervised by a teacher or other designated employee. The Internet is a powerful educational resource which allows students to find information and resources needed for projects and papers. Teachers are encouraged to develop lessons that incorporate structured use of the Internet. RIC will also use an "opt-out" policy for student Internet and email usage. RiC will use GoGuardian to help ensure the safety of our students online

Class Management

Teachers are expected to maintain appropriate discipline in their classroom. Behavior expectations should be age/grade appropriate, worded in a positive manner and clear. In addition, specific classroom consequences should be attached to your classroom management plan. It is required that these rules/ consequences be consistent across the grade level to minimize confusion to students. Procedures should also be established, taught, practiced, and retaught as necessary throughout the school year. Spend adequate time at the beginning of the year discussing their classroom rules with the students. Teachers are encouraged to meet with the Director of Climate and Culture if additional assistance is needed in developing appropriate rules and consequences. Parents should also be informed of classroom behavior expectations.

Definite Dozen*

The Definite Dozen is a code of conduct that captures the core principles of the classroom culture that develop strong, empowering relationships. Teachers and staff should use the Definite Dozen to regularly remind students of their larger responsibility to themselves, their families and the community.

Social Justice

An important component of RIC's program is teaching students to recognize and act upon the power that they have for making positive change in addressing social inequities. Classroom practices that engage students in advocating for social change while developing core skills are required. Creating classroom communities that value student voice, presenting lessons that are relevant to students' lives and that reflect real-world issues and various perspectives, and engaging

students in authentic assessment are all ways to demonstrate to students how they can be actors and leaders in creating an equitable and just world.

INSTRUCTIONAL SUPPORT

Instructional Aides

Each classroom is assigned at least a half-time instructional aide. Instructional aides are available so that teachers can more effectively provide differentiated instruction to all students. Instructional aides are not the primary disciplinarians of students. In addition, instructional aides should not be used to copy materials or grade work. Instructional aides are to work with students under the direction of the teacher.

Lead Teachers

Lead teachers serve as instructional coaches and program leaders at RIC. Lead teachers head Praxis Learning Communities, and work collaboratively with the Principal and members of the Leadership Team to support all members of the school staff communicating effectively with parents, members of the community, and colleagues. Lead teachers assist with planning, curriculum development, program evaluation, events, personnel management, financial management, emergency procedures, resource acquisitions, and facilities operations.

Lesson Observations

All classrooms/teachers will be observed regularly. Observation of one's teaching and constructive feedback and discussion, if conducted in a collaborative, professional and structured manner, provide insights into teaching strengths and areas of growth in a supportive manner. These observations are also intended to serve as catalysts for teachers to develop and improve their practice.

Lesson Planning

Daily and long-term planning is crucial for successful teaching. Planning of daily lessons is required of each teacher. Any lesson that is taught can be taught more effectively where careful planning has been done prior to teaching. Lead teachers will request and review lesson plans periodically. Lesson plans should contain: learning objectives, content standards addressed, lesson steps/procedures, how the activity will be differentiated, assessment, materials.

Praxis Learning Communities

Praxis Learning Communities are charged with collaborating to positively impact student learning. All staff members are expected to participate in PLCs which meet on Wednesdays. Each staff member is a member of at least one PLC team which works to address curriculum, instruction and assessment issues with a focus on increasing student learning. PLCs are guided by Lead Teachers.

Planning Time

Teachers have five forty minute duty free planning and prep periods per week. Teachers may be asked to collaborate with the Head of School or their coach during their prep period. This is not to exceed once per week.

GROWTH Team*

The Growing Roses in Our World to Transform & Honor (GROWTH) Team is a resource for staff, parents and students that works to help provide thoughtful reflection on the implementation of best practices, educational environment, alternative strategies, and focused interventions support student learning and overall wellness. The team is also designed to support monitoring progress as various interventions are tested for effectiveness. The positive, problem solving nature of the teaming process is meant to help students, parents, and staff build an expanding toolbox of ideas to address current and future problems. Referrals are located on the Google Drive in the RIC Faculty/Staff Folder.

Professional Development

All full-day staff development days are mandatory. If an employee is absent, the employee will not receive pay for the day missed and the School may take disciplinary action, up to and including termination. Employees may be excused from attendance in the event of a severe illness or emergency at the discretion of the Head of School. Professional development occurs at the start and end of each academic year, each Wednesday of the month, and at the close of each trimester (see Appendix A). All staff are expected to be present.

Early Release Days

This year, school will end at 2:00pm every Wednesday to give teachers time to plan collaboratively, analyze student assessment data, revise curriculum, and set goals for improving student achievement.

Staff Meetings

Mandatory staff meetings and/or PD are held each Wednesday of the month after school and last approximately 2 hours. Matters of concern or interest to all staff members are the major emphasis of the meetings along school wide PD.

Loaning Computers

The School will loan a computer to full-time teachers and other full-time staff for instructional purposes. A Technology Loan Form is to be completed. If equipment is damaged, the employee may return the computer to the School for repair, and the repair will be completed, as time is available by the School's technology support services.

Workrooms

The Work Room is located adjacent to the Main Office and Multi-Purpose Room. It is a space for staff to have lunch and work on projects. Please keep the Workroom clean as custodial staff is responsible for the general clean-up/tidiness of the building. Microwave and refrigerator cleaning and wiping tables is the responsibility of the staff using the Workroom. Please pick up your garbage, scrap paper and other items, and deposit into the proper receptacles. Be conscientious of storing perishable food items in the refrigerator (or elsewhere) and remove/discard items before they spoil. Students are not allowed in the Workroom unless accompanied by an adult at all times. There is an additional workroom in Portable B with a second copier, and instructional materials.

ADDITIONAL SCHOOL PROGRAMS

After School Program

Roses in Concrete Community School offers a fee-based extended day program. The program exists to enhance the lives of students within a safe environment and are open to all RIC students. The After School Program operates each school day from the end of school until 6:00pm.

Arts Education

Students at Roses in Concrete experience the performing and visual arts program as performers, creators, historians, appreciators, advocates, and change makers. The curriculum provides expansive learning opportunities by incorporating a wide selection of courses (reflecting the cultures of our students and beyond) in music, dance, theater, and visual arts taught by local teaching artists who have a diversity of instructional approaches enabling every child to express themselves in positive and empowering ways. The program is intended to cultivate self-expression, imagination and creativity as well as critical- thinking skills. Across the curriculum, at every age level, we celebrate arts and culture and the vitality of music, dance and theater, making it a central part of life at Roses in Concrete.

Mindfulness

Roses in Concrete Community School acknowledges the importance of mindfulness in the classroom, and has included 15 minutes of mindfulness practice in the daily schedule. Research has illustrated the positive effects of mindfulness practice on mental health and overall well-being. These effects manifest as improvements in attention, reduction in stress, and result in better emotional regulation and an improved capacity for compassion and empathy. Staff will receive ongoing training on how to incorporate mindfulness into their class routines, and how to support all students in its incorporation.

Nutrition Education & Gardening

Nutrition is an essential building block for student success. Healthy, active, and well-nourished children are more likely to attend school and are more prepared and motivated to learn. Each class has a garden space that is available to plant and harvest fruits, vegetables and herbs.

Playworks – The Spirit of Play

We have partnered with PlayWorks to facilitate weekly physical education lessons as well as create structured, safe and include during recess and lunch. Equipment is available for class use in the BallRoom, located next to play structure. The Ball Room contains a variety of sports and exercise equipment for indoor and outdoor use. Please be sure to return all borrowed equipment and keep the room neat and tidy.

Transformative Justice

Restorative Justice is an alternative approach to punishment with a focus on repairing individual harm through individual and sometimes community accountability practices. Transformative justice is about individual accountability, but also aims to prevent harmful behavior by transforming the entire community so that structures and conditions that enable and perpetuate violence are eradicated. RIC's aim is to implement programs, practices, and protocols that allow the opportunity for students and staff to heal and repair the harm that has happened, mend relationships, and reflect so that they can successfully move forward.

SCHOOL ENVIRONMENT

Bulletin Boards

An attractive school environment is conducive to learning. Our goal is to have appealing bulletin boards that not only stimulate and motivate students, but serve as a means of assessing our programs and displaying student learning. Be creative! Work together to share your students' creations with the school community and to visitors. Check and maintain bulletin boards, repairing damage immediately. Bulletin boards should be changed approximately every 6 weeks. The following are some guidelines to help you set up your bulletin boards:

- Have a main topic or theme and title.
- Feature student work (written and/or art).
- Display learning objective or standards.
- Identified by room and grade.

Campus Maintenance and Cleanliness

Campus maintenance is and must be a joint effort involving students, teachers, custodians and administration. Do not assume that someone else will address a problem you see around the campus or in your classroom. If a repair is needed, complete a maintenance Work Order. Communication between the teacher and custodians is the most effective means of accomplishing desired tasks. If that is unsuccessful, take the matter to administration.

For general maintenance, please involve students in keeping classroom and playground areas free of trash (especially food wrappers and discarded fruit from snacks). Require students to use the trash cans placed around the yard.

Cell Phone Usage

Staff members are expected to exercise discretion in using personal cellular phones. Personal calls while supervising students can interfere with productivity and student safety, and may be distracting to others. Staff is encouraged to make personal calls during breaks and lunch when employees are not responsible for the supervision and safety of students.

DAILY & WEEKLY CAMPUS ACTIVITIES

Drum Circle

Building a strong sense of community is vital to our work at RIC. Each week will begin with a morning drum circle lead by adult drum masters and student drum keepers. The school community meets on the yard at 8:30am for this weekly opening ceremony to connect and set a tone of love and learning for the week.

End-of-the-Day Procedures

All members of the staff are responsible for closing their windows, turning off the lights, and locking the door when leaving classrooms and common areas (workroom, multipurpose room). All rooms should be left neat and orderly.

Materials & Equipment

Please keep track of all curriculum materials, Chromebooks, MacBooks and audio/visual equipment belonging to Roses in Concrete Community School. These items will be inventoried at the end of the year. If items are lost, stolen, or damaged, please notify the Head of School for replacement.

Field Trips*

As an integral part of our instructional program, field trips should be an outgrowth of the curriculum. Field trips should be inclusive of all students and are not intended to be used as a reward or punishment. Field trips must be made accessible to students with disabilities. Written permission from a parent/guardian must be on file for each individual field trip. This rule is to protect the safety of students, the rights of parents, and the liability of the school. **No exceptions are permitted.**

Due to the high cost of transportation, a grade level may take no more than three trips per year that require chartered bus. All trips involving out-of-state travel require the prior approval of the Board. Teachers who wish to take students on field trips need to follow the procedures below.

1. Turn in a completed Field Trip Request Form to the Main Office for approval at least 4 weeks in advance. A decision on approval of the field trip will be made within 48 hours. Field trip requests will be evaluated based on adequate planning, cost, educational relevance, safety and other factors deemed relevant by school management.
2. Fill out the Field Trip Lunch Request 3 weeks in advance of the trip so that Meal Program Staff can plan accordingly.
3. Secure drivers if not using chartered bus. Please keep in mind that all non-staff members will need completed and cleared DOJ background check.
4. Ensure that accommodations are made, as needed, to make the field trip accessible to all students.
5. If collecting monetary donations from families, turn it into the Main Office. Do not keep money in your classroom.
6. Get completed and signed permission forms from all students. Students cannot leave campus without written permission from parents.

STAFF SCHEDULES & REPORTING

Absence Reporting

Staff absences are recorded through a Google Calendar invite. Absences must be reported as soon as possible to the Business Manager. If needed in last minute options, by phone or text with a following calendar invite. Absences can be scheduled in advance and this may help secure a specific substitute for a specific date. The absent teacher is responsible for leaving a complete lesson plan for the substitute as well as having emergency plans on file with the office. Any staff member absent more than three consecutive days will need to bring in verification from a medical provider. All employees must document hours when they leave early or arrive late via a calendar invite to Head of School and Business Manager.

Request to Leave Early*

Please try to schedule doctor and dentist appointments at times other than school hours. If you need to leave campus early, you will need to submit a calendar request to the Head of School and Business Manager. Please keep in mind that two hours is the maximum amount of time that can be granted for an early release at any one time (six hours maximum for the year). Any early release requests exceeding two hours must be called in as a half a day absence whereupon your remaining days in your sick leave bank will be debited.

Schedules and Timekeeping

All employees are informed of their work calendar when hired and daily work schedules at the beginning of each school year. Work hours are not flexible unless special permission has been given by the Head of School. Anyone who leaves the school campus during the school day must notify main office personnel.

Days of Work

An employee's calendar or days of work depend on his or her position. However, the Head of School (with the approval of the Board of Directors) has the sole and absolute discretion to determine a different calendar for any employee. Teachers, Instructional Aides and other non-supervisory employees are expected to work 190 days. Administrators and Directors work 235 days.

Hours of Work

Hours of work for all full and part-time employees are reviewed on an annual basis by the Head of School. The work day for teachers is 8:45 am to 3:30 PM. For most other staff it is 8:30 - 4:00 PM. Employees will be informed of his or her working hours/schedule at the beginning of each year. The Head of School reserves the right to alter schedules as it may require.

Staff members who leave the building during the school day (including the lunch period) must check in and out with their direct supervisor and head of school. It is important that staff inform the main office when leaving the campus during the school day. If arriving late, staff must inform main office personnel (510-698-3794).

COMMUNICATION

Newsletter

A newsletter containing items of interest and important information is available monthly via email. Should you wish to contribute any relevant information please see one of the Lead Teachers.

Mailbox

Each staff member has a mailbox located in the Work Room. Please check your box at least once a day. Please check your box for items that might need to be sent home with students.

Google Platform

RIC uses Google apps to manage our email system and calendar as well as collaborate on, share and save documents. Most of the necessary forms highlighted in this handbook are located in the RIC Faculty/Staff Folder on the Google Drive.

Email

Staff members are expected to check their school email daily. Each employee will receive a school email address that is essential in facilitating collaboration via the Google platform. If you have any problems or questions regarding email, see the Business Manager.

Calendar

A school calendar of events, professional development and other meetings is available online via the Google platform. Staff members will receive an invitation to subscribe to the RIC Staff, Events and Holiday calendars. A hard copy of the general school calendar will also be provided, but with less detail. Event dates and times change often therefore, it will be important to review the calendar on a consistent basis. In addition, please make sure to inform the Principal or Business Manager of field trips, class events, assemblies, etc. so that they are added to the Google calendar and Community Calendar located on the bulletin board in the main hallway.

Telephone Usage & Interruptions

To minimize interruptions to student learning, the use of the intercom is limited to the Principal or designee when no other means of communication is available. Teachers and other school personnel are to avoid class interruptions wherever possible. Do not use class time to make personal phone calls. Cell phones are not to be used during instructional time for personal business.

Students are not allowed to use classroom telephones without teacher permission. Telephone calls will not be accepted or put through to classrooms during instructional time. Main office personnel are happy to forward messages to students should it be required.

TEN Priorities*

At the start of Roses in Concrete Community School, every family was given the opportunity to participate in the TEN Priorities Survey to identify areas of focus around curriculum, instruction and relationships. These priorities drive staff development and feedback. Each teacher and select support staff members will participate in the TEN program and be provided a TEN member login and PIN with the goal of gaining honest feedback from all stakeholders in an effort to engage in continuous professional improvement. Families will reset those priorities for us in 2019-2020 and our growth plans will be based on that.

Each of the systems listed below contributes to an efficiently run school that maximize instructional time. Roses staff support each other in the implementation of these systems.

School Property

All materials, equipment, supplies, etc. purchased with school funds (or funds donated to the school or classrooms) belongs to Roses in Concrete Community School. Staff should be good stewards of school property. Administrative permission is required before any school property is borrowed with the staff member accepting the responsibility to return the equipment or materials in good condition. If a teacher or other member transfers out of the school, it is understood that all books and other materials will remain at the school where purchased.

Employee Dress Code

Public school educators are professionals who should command the respect of students and parents alike as other professionals are able to do. Professional dress by instructional staff enables teachers to command greater respect from students and, as a result,

ensure an environment more conducive to learning. Staff are expected to set good examples for students and should not become careless in their grooming and attire. Midriff tops, beach shoes, cutoffs, wrinkled clothing, torn clothing, and overly revealing clothing should not be worn to school.

Copying Material

Copy machines are located in the WorkRoom and Portable B. A numerical code is needed to operate the machine and can be obtained from office personnel. Copy codes are not be shared as machines are to be used for school-related purposes only. Please be respectful and copy materials that are needed for immediate lessons when others are waiting. Use great care when operating copy machines and inform the office immediately if toner is low or a copier is not working.

Parking

Street parking is available for staff and visitors. Please be mindful of street cleaning days (2nd Wednesday and Friday) and private driveways. Also, be sure to secure your car and hide belongings contained in your car. Roses in Concrete Community School is not responsible for damaged or stolen items. Illegally parked cars are subject to ticketing and/or towing.

FOOD & LUNCH POLICIES

Food Policy

A healthy school environment is instrumental to student achievement. At RiC we make every to create a safe space for children to thrive. The school provides a healthy breakfast, lunch, dinner and snacks that are available to every child. Please take every opportunity to educate students about the risks of consuming high fat and high sugar diets. Additionally, RiC has a “No Food Sharing Policy” to limit the potential dangers of exposure to life- threatening food allergies for students and staff. Gum, “hot chips” and candy are not allowed at any time.

Smart Snacks

Smart Snacks are defined as any food and beverages sold to students at schools during the school day, other than those foods provided as part of the school meal programs. Note: The school day is defined as the midnight before to 30 minutes after the end of the school day. Foods and beverages sold during fundraisers, unless these items are not intended for consumption at school or are otherwise exempt by your state.

Nutrient	Snack	Entrée
Calories	200 calories or less	350 calories or less
Sodium	200 mg or less	480 mg or less
Total Fat	35% of calories or less	35% of calories or less
Saturated Fat	Less than 10% of calories	Less than 10% of calories
Trans Fat	0 g	0 g
Sugar	35% by weight or less	35% by weight or less

Classroom Parties

Classes are welcome to have parties to celebrate events or reward students. Refreshments for class parties should include light snacks and beverages with an emphasis on healthy snack choices such as cheese, crackers, fruits and vegetables. Class parties may include craft activities or games.

Class parties are to be scheduled near the end of the school day and are limited to a maximum duration of one hour, which includes time for cleaning up the classroom in order to minimize the impact on the instructional time. If you choose to implement a classroom snack policy, please inform parents in advance. Teachers must inform the Business Manager when they will host a party in 10 days in advance for school lunch counts purposes.

Breakfast, Lunch, Supper and Snack

RIC provides four meals each day for students and staff. Staff and students who do not qualify for the free lunch program pay all or a portion of the cost of meals. Supper and Snack are free to all students.

Student lunch cards will be given to kindergarten and 1st grade classes along with the snack distribution class rosters. Teachers must distribute lunch cards to each student receiving a meal before students enter the lunch facility. Students are to present their lunch cards at the beginning of the lunch line and drop off cards at the end of the line after taking a complete meal. All other grades must self-identify. Any unwanted items are to be placed on the Share Table for students and adults to take as they please. Teachers will be given a copy of student lunch cards and are responsible for replacing lost cards.

Fundraising

RiC encourages active involvement of all members of the RIC community in securing resources to support the school’s mission and enhance its programs. This policy provides guidelines for fundraising events and solicitation of charitable contributions. In general fundraising activities conducted on RIC grounds are intended to benefit RIC students and programs. Individuals wishing to conduct fundraisers for other purposes (e.g., emergency relief or assistance to other communities or countries) must discuss their plans with the Principal.

This following protocol is intended to help plan fundraising events in a timely manner and monitor how often the community is asked for monetary support.	
Prior to fundraiser	<div>1. Fill out the Fundraiser Approval Form on the Roses Drive at least 10 days before your fundraising events. You will hear back within 48 hours of submitting your form. Fundraisers will be approved based on consideration of compliance with the Smart Snack policy, evidence of adequate planning and preparation, appropriateness of the activity for a school setting, avoidance of competition with other fundraising events or the school meal program.</div> <div>2. Fundraisers can be initiated by students, staff or parents but all student fundraisers must have staff sponsor who will request approval.</div> <div>3. Wait for Administrator approval. Fundraisers can be approved by RIC’s Business Manager or Head of School. After approval, fundraisers will be added to the fundraising calendar.</div> <div>4. If the fundraiser is on campus and after hours or on days off, ensure that someone will be there to open the school and lock up. This requirement is the responsibility of the event planner.</div> <div>5. If you are investing money in the fundraiser, please keep all receipts for reimbursement. Reimbursement will not exceed amount approved on Fundraiser Approval Form.</div>

At the fundraiser	6. No food sales can happen during our meal serving times. 7. Food sales must adhere to Smart Snacks Policy 8. Have a way to track all money coming in (i.e., sign in sheets, ticket sales, etc.)
After the fundraiser	9. Turn in all money and receipts to the office within 24 hours of the event. Please let the office know which class or program the money is allocated to. RIC Board, staff and community members are encouraged to seek charitable contributions in the form of grants, contracts, donations, bequests, pro bono services, products, or other in-kind support. To ensure that these efforts are coordinated and deliver a clear message, the Board has established the following guidelines: <ul style="list-style-type: none"> • All outreach to potential donors should be discussed with the Chair of the Development Committee of the Board of Directors. • Formal written requests for funding (e.g., grant proposals) must be signed by the Chair of the Development Committee of the Board of Directors. • Acceptance of funds under legally binding contractual agreements can only be made by individuals who are authorized to bind the organization. This individual is the Chair of the Development Committee of the Board of Directors. • In keeping with RIC's mission of social justice, RIC will not seek or accept contributions from entities that sell or promote products that are detrimental to children's health and well-being.

CONCERNS & COMPLAINTS

Incident Reports*

Accidents or incidents involving staff, students or volunteers occurring on school property or during the school- related activities must be reported to the Head of School and documented immediately. Incident report forms are available in the main office and in the Google Faculty/Staff Folder.

Professionalism

An atmosphere of mutual respect, collegiality, fairness, and trust is essential. RIC staff must be ever mindful of this responsibility in their interactions with their colleagues. Nothing can destroy a team as quickly as poor relations among staff members. When registering complaints, all staff should go through the proper channels. The normal procedure for registering a complaint relating to a school matter or individual is to go directly to the person involved. Your influence extends beyond the students in your classroom. Working in harmony with others on the staff, offering your cooperation and assistance when needed will result in a cohesive, united staff.

PURCHASES, SUPPLIES & REIMBURSEMENT

Staff members should not purchase anything for school with the expectation of reimbursement without prior administrative approval. Prior approval includes the submission of an Expense Approval Form to be signed by the Head of School with original receipts for payment. When submitting receipts for reimbursement, follow the steps below:

- Complete a Reimbursement Form, but do not code the items on your form.

- Copy and attach all receipts on 8.5" x 11" paper
- Turn in form and copy of receipts to Business Manager via email or box no later than 8:00am Wednesday.

Reimbursement forms are available on the Staff Google Drive. Keep in mind that reimbursements take 10-14 days from Wednesday they are submitted. All reimbursements must be submitted within 30 days of purchase. No Exceptions. No reimbursements will be processed after April 1st.

Supplies*

Basic classroom supplies can be requested in writing using the Supplies Request Form. Please complete and return the form to the main office personnel by 8:00am on Wednesday for orders to be fulfilled that day.

Additionally, teachers will receive funds to purchase materials, equipment and furniture for their classrooms. All returning teachers will receive \$500. Teachers new to RIC will receive \$750. All purchases must be pre- approved. The request form can be found on the RIC Faculty/Staff Folder on Google Drive.

STUDENT RECORD KEEPING

Attendance

Classroom teachers have a legal and professional responsibility to maintain accurate, current daily attendance records. It is highly important that you discharge this responsibility efficiently, since these records serve as the basis for computing average daily attendance figures on which state funds are distributed. Please take attendance promptly by 9:05 am.

Emergency Cards

Teachers are responsible for the collection of one emergency card from each student. All students must have a current Emergency Card on file. These cards must be updated as changes in phone numbers, address, emergency contacts, etc. occur. Only those names listed on the Emergency Card are able to pick up students from school before the end of the day.

PowerSchool

PowerSchool is the Student Information System used by Roses in Concrete. Teachers have their own log in for the system and are not to share it with others. PowerSchool contains all student and family confidential information. It will be updated based on families directly providing the main office with new information.

PowerSchool will be used for attendance, report cards and log entries for truancy interventions. If you have any questions or need assistance with PowerSchool, contact our Business Manager.

Cumulative Folders

All teachers are expected to review the Cumulative Folders and update the information on the cover (address, telephone number, etc.) at the beginning, throughout, and end of the year. Teachers should also be familiar with the contents of Cumulative Folders which include test scores, areas of interests or concern, special needs, etc. Cumulative folders are not to be removed from the office.

SUBSTITUTE EMPLOYEES

Substitute employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence. Substitute employees are paid for the hours worked. On minimum days, shortened days, etc. if the substitute chooses to leave after the students have been dismissed, the substitute's pay will reflect the shorter hours. If the substitute chooses to complete the regular work hours, the substitute will be given other duties to complete. Substitute teachers may be retained on an hourly basis. If a substitute teacher cannot be retained and the teacher must leave campus, the teacher must inform a Head of School and the Business Manager.

Substitute Folder

In addition to a lesson plan, please have a clearly labeled folder (to be provided) turned into the office by the end of September with information for a substitute teacher. Please make sure that your plans are updated periodically. Your substitute folder should include the following:

- A copy of the daily instructional schedule including a schedule of arts and PE periods.
- Seating chart
- Schedules for special students with times they go to resource, speech, etc.
- Modifications for students with special needs.
- Lunch and duty schedules.
- Discipline plan and forms to be used.
- Calendar of special activities.
- Supplementary activities to be used if time allows.
- Other pertinent student information such as a food allergy.

SUPERVISION (Classroom, Lunchroom & Yard)*

Classroom Supervision

All students in the classroom must be under the direct supervision of a member of the Roses in Concrete Community School staff at all times. Students are not to be left alone under the supervision of volunteers, visitors or other non-certificated staff members at any time. This includes before school, during recess or lunch and after school. Classroom teachers are directly responsible for the supervision of all students in their class.

Classroom coverage by an instructional aide is permitted for only brief periods of time and is limited to cases of emergency or unusual circumstances. Classroom coverage cannot be used for preplanned personal reasons (i.e., the employee's child's winter performance, a doctor's appointment scheduled a month in advance, etc.).

If an emergency arises and you must leave your class, please notify the office and/or another teacher for temporary coverage. Never leave your students unattended.

Yard Duty

All teachers and instructional aides will be assigned yard duty throughout the school year. Yard supervisors are to report to yard duty promptly at the beginning of recess, actively supervise and remain on the yard until the last class has been picked up from the yard.

Hall Pass Policy

It is necessary to issue a hall pass to students outside of the classroom during instructional time. Passes are also required to enter the building from the playground during recess and lunch. If you plan to meet a student during recess or lunch, please issue him/her a pass so that he/she may enter the building. No students will be allowed in the hallways without a pass.

Home Pass Policy

No student is to leave the school at any time unless he/she has been properly signed out by the main office. Parents/Guardians who pick up their children early must first come to the main office and sign their child out. Do not send any child home alone for any reason.

Dismissal

The time for dismissal is 3:00pm for kindergarten and 1st grade classes, and 3:30pm for 2nd through 6th grade classes. All classes are dismissed at 1:30pm every Wednesday. In order to maintain a safe and orderly dismissal, please observe the transition/handoff procedures of each after school program.

Inclement Weather In inclement weather, students will return to their classrooms during the regularly scheduled recess and lunch times. During recess teachers and instructional aides will supervise their classrooms. During lunchtime, students will be supervised in their classrooms by instructional aides and other staff members assigned to lunch supervision.

VISITORS & VOLUNTEERS

Whenever a visitor comes to our school, he/she is required to stop at the main office to receive a visitor's badge. That badge is evidence to you that the person has been approved to be in the building and that his/her presence is welcomed. Please feel free to stop any adult (familiar or unfamiliar) who does not have a badge and ask that person to please go to the main office. Security is vital. Of course, it goes without saying that if you are met with an unpleasant or confrontational attitude, you should call the main office immediately.

Volunteers*

Volunteers are one of the most valuable assets used in our efforts to provide the best possible learning experience for students. RIC has volunteers in and out of the classroom throughout the year. As a rule, volunteers should not work with students outside of the presence of a RIC staff member at any time. If there is a need to have volunteers supervise students alone as chaperones, mentors, etc. please follow the guidelines below at least 6 weeks in advance.

1. Complete a Volunteer Information Sheet.
2. Complete Request for Live Scan Service Form and take to authorized fingerprinting agency to complete Department of Justice background check (\$25 fee to agency).
3. Provide photo ID which will be copied.
4. Turn in completed forms and ID to main office staff.

All volunteers must report directly to the office upon arrival to the building where they will receive a visitor's badge. Please direct any non-staff member to the office who does not have a volunteer badge.

STUDENT SAFETY AND SECURITY

Accidents*

The safety and welfare of all students and staff should be the concern of all members of the RIC community. Each teacher is responsible for the prevention of accidents, the removal of safety hazards, and the development of good safety habits and attitudes. Please report unsafe conditions to the office immediately. All accidents causing injury to students – although they may be slight – are to be reported to the office, an Injury Report completed by the staff member in charge and returned to the office. Injuries may include: abrasions causing bleeding, bumps on the head, swelling, welts, etc. Each classroom is provided with a first aid kit to treat minor injuries. Students who receive such injuries may not need to be sent to the office.

All accidents involving physical injury to teachers and staff should be reported to the main office and an Injury Report is to be completely filled out. Some injuries may require the completion of a Workman's Compensation Report.

Child Abuse and Neglect Reporting

All public school employees are mandated reporters and have a legal obligation to file a report if they know, or have a reasonable suspicion of, child abuse. Child abuse includes physical injury inflicted on a child by other than accidental means, sexual abuse, neglect, willful cruelty or unjustifiable punishment of a child and unlawful corporal punishment or injury resulting in a traumatic condition. All mandated reporters are required to immediately notify Alameda County Social Services Agency – Child Protective Services at 510-259-1800, and to complete and file the report within 36 hours if abuse is suspected. The hotline also provides consultation on potential referrals and provides information about community services. Originals are to be sent to Children's Emergency Services. A copy is to be given to the Principal where it will be placed in a separate confidential file kept at the site. Reports are not to be placed in the student's Cumulative Folder.

Emergency/Crisis Response Team*

RIC is committed to the safety of all children and staff and will ensure that staff are trained in CPR, first aid, and other first responders functions to comply with federal, state, or local requirements and to meet community expectations. All RIC staff must be prepared to participate in emergency response training after acceptance of

an offer of employment and periodically thereafter. In the event of an extreme emergency, each faculty member is responsible for assigned tasks and duties. Please see the Crisis Response Team assignments for more information.

Emergency Drills

Fire drills are held once a month. Study the Evacuation Map located in each classroom. Teachers are responsible for maintaining silence, order, and compliance during fire drills. All doors should be closed and all children should be out of classrooms and other structures. Children are to walk fast – not run – to their assigned areas. Classes will be signaled at the end of each drill for entry back into buildings. Students are to return to their rooms in an orderly manner. In the event that the class is on the playground, teachers will direct students to the line area in an orderly fashion. In case buildings need to be evacuated and our fire alarm system is inoperative, office personnel will manually signal using the telephone intercom system.

Earthquake drills are held twice a year and are signaled using the telephone intercom system. All

Evacuation Procedure

1. Take your class lists.
2. Close and lock the classroom door.
3. Walk children, in an orderly fashion, to the designated area outside of the school building.
4. Take attendance to make sure that all children are accounted for.
5. Discourage any talking.

students are to seek immediate shelter under their desks and take a protective position – arms folded across their knees protecting the head and face. Students should stay away from windows and objects that may shatter or fall.

Staff are also to take cover in a position that allows visual monitoring of the class. Students remain under desks until the all clear signal (telephone intercom) is given or a signal to make a full evacuation to the staging site (school yard).

If students are outdoors, they should stay outdoors and line up in their designated class area. Students and staff should be away from buildings, trees, wires and telephone poles. Do not allow students to leave the school grounds unless instructed to do so by a school official. Teachers are to have their class lists with them at all times. Classes may return to their rooms when the all clear signal is given.

Drop Alert: At the sound of gun fire in or close to the vicinity of the school instruct students to drop flat on the floor and stay there until you instruct them to return to their seats. If students are on the yard they need to listen for instructions to return to their classrooms in a safe manner.

Code Blue: Code Blue instructions will be given over the telephone intercom or by designated staff members door-to-door. Keep students in the classroom. No restrooms or yard activities are allowed during this time. Yard duty teachers/staff will be responsible for clearing the yard and returning students to their classrooms. Please report any missing or extra students to the office immediately.

Training in Emergency Response

RIC is committed to the safety of all children and staff and will ensure that staff are trained in CPR, first aid, and other first responders functions to comply with federal, state, or local requirements and to meet community expectations. All RIC staff should be prepared to participate in emergency response training after acceptance of an offer of employment and periodically thereafter.

Medication

Only main office personnel may administer medication from a properly labeled jar or bottle. Should students or parents advise you of the need to take medication of any kind please refer them to the office immediately. No

medication may be given without written consent from the student's physician. This is also the case with simple over-the-counter medications. Please be very observant of this, as it can present far-reaching negative ramifications.

Parent Notification and Consent (Sex Ed)*

Prior to providing instruction in comprehensive sexual health education or HIV/AIDS prevention education, California Education Code (EC) Section 51938 requires schools to notify parents of the instruction and to make materials available for parents to review. School districts may notify parents/guardians at the beginning of the school year or at least 14 days prior to instruction. Schools are also required to allow parents to withdraw their child from class upon written request for required HIV/AIDS prevention instruction. RIC will also use an "opt- out" policy for comprehensive sexual health education. Sample notification letters can be found on the CDE website.

Security

All staff members are provided with a blue key and classroom key. Extreme caution should be taken at all times to prevent loss or theft of keys. Staff should not loan keys to any student for the purpose of entering classrooms or any room within the school. In the event a key is lost, one of the Head of Schools should be notified immediately. Any lost or stolen keys will be charged to the responsible staff member for the cost of replacement and rekeying.

When leaving the classrooms, offices or other work spaces, lock all doors. Additionally, at the end of the day, ensure that all windows are closed. Work spaces should not be left open or unlocked during the day at any time. Keep personal belongings and computers locked in a cabinet or drawer.

PERSONNEL POLICIES

All policies contained herein have been approved by the Board of Directors.

To retain necessary flexibility in the administration of its policies, procedures and benefits, Roses in Concrete reserves the right to change, deviate from, eliminate, or revise them without notice whenever RIC determines that such action is warranted. Changes to policies contained in this Handbook will generally be announced during periodic faculty/staff meetings.

Introductory Policies

At-Will Employment Relationship

Unless your employment agreement states otherwise, employment at the School is at-will, which means that it can be terminated at any time, with or without cause or notice. Employment of any set duration can only be made by a written employment agreement signed by the Principal and you. Any individual employment agreement will generally be made on a school year basis, with review and consideration for renewal for the following school year. Unless your employment is covered by a written employment agreement that states otherwise, this policy of at-will employment is the sole and entire agreement between you and the School as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with the School may be modified at the sole discretion of the School at any time, with or without cause or notice. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the School include, but are not limited to, the following: promotion, demotion,

transfers, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, or any other terms and conditions that the School may determine to be necessary for the safe, efficient, and economic operation of the School.

Equal Opportunity Employer

The School is an equal opportunity employer and makes employment decisions (including, but not limited to, hiring, firing, transfer, 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 School's 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 legally protected status. All such discrimination is unlawful.

The School is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the school and prohibits unlawful discrimination by any employee of the School, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability.

If you believe that you have been subjected to unlawful discrimination, please follow the complaint procedure outlined below.

Unlawful Harassment

The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits sexual harassment (which includes harassment based on sex, gender, gender expression and gender identity) as well as harassment 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 legally protected status. All such harassment is unlawful.

The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, including supervisors and coworkers. The School will take all reasonable steps to prevent or eliminate harassment by non-employees, including students, parents, customers, vendors, independent contractors, clients, and suppliers, who have workplace contact with our employees.

Prohibits unlawful harassment includes, but is not limited to, the following behavior:

Verbal conduct such as epithets, derogatory jokes, comments, or slurs and unwanted sexual advances,

invitations, or comments.

Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or ability, the School will physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless undue hardship would result to the School. An applicant or employee who believes he or she requires

an accommodation in order to perform the essential functions of the job should contact one of the Co- principals or Chair of the Board and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will then analyze the situation, engage in an interactive process with the employee, and respond to the employee's request.

gestures.

make a good faith effort to provide reasonable accommodations for the known

Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.

Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors.

Retaliation for having reported or threatened to report harassment.

This policy applies to all phases of employment, including recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

Unlawful Retaliation

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

Problem Resolution Procedures

RIC promotes an open door policy to foster communication and mutual respect. If you have a question or problem relating to your job and/or working environment, or a suggestion for improvement in our operations, RIC encourages you to talk to your immediate supervisor as soon as possible. This procedure, which we believe is important for both you and RIC, may not result in every problem being resolved to your satisfaction.

However, RIC values your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Informal Problem Resolution

RIC acknowledges that there are differences of opinion, and we want to foster an environment of open

communication. Work-related problems are best addressed through informal communication as soon as possible after a problem arises. An informal process works best if all individuals communicate clearly and in a straightforward manner. If those involved are unable to resolve the problem, employees are encouraged to discuss the issue with their supervisor. The Head of School for Climate and Culture will make himself available for consultation with employees and/or supervisors about work-related problems.

Formal Problem Resolution

The purpose of the formal problem resolution procedure is to resolve significant work-related problems

that cannot be resolved informally or through discussion with your supervisor or the Head of School for Climate and Culture. This procedure does not apply to matters of discipline, including termination.

The formal problem resolution process is initiated by an employee filing a written complaint that includes all of the following information: 1) your name and contact information, 2) date, 3) description of your complaint, 4) steps you

have already taken to resolve the complaint, and 5) specific desired resolution. Written complaints may be submitted to the office in hardcopy, or may be submitted electronically to the Assistant Executive Director at sclayton@rosesinconcrete.org. All written complaints will be reviewed by the Assistant Executive Director who will acknowledge receipt of the complaint, request additional information, if needed, and present the complaint to the Executive Director. All complaints that have financial implications for RIC's budget exceeding \$1,000 must be approved by the Finance Committee of the Board.

The School 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.

If you believe you have been subjected to unlawful retaliation, please follow the complaint procedure

outlined below.

Upon review of written complaints, the Executive Director will either:

1. a) determine a resolution
2. b) request a meeting with the complainant and others, if appropriate
3. c) present the matter to the Finance Committee of the Board
4. d) schedule a meeting between the complainant and the Finance Committee of the Board

All resolutions will be provided in writing to the complainant. It is important that all parties understand that in the process of resolving a complaint, multiple conversations may take place between various parties during which options and opinions may be discussed. None of these verbal discussions should be construed as a resolution or to imply the promise of a resolution.

RIC understands that unresolved complaints can create undue stress in the workplace that undermines the mission of the school and will make a good faith effort to resolve all complaints as quickly as possible.

If the Executive Director is the subject of the complaint or an employee disagrees with the decision of the

Executive Director/Board Finance Committee, the employee may file a written complaint directly with

the Board Governance Committee Chair at lebrady@gmail.com, within 10 working days of receipt of the

decision being contested. The submission must contain the original complaint, the Executive Director's

decision, and a brief written statement describing why the employee is seeking Board review. The Board of

Directors (or a committee appointed by the Board) will consider the complaint. It may undertake further

investigation, and may interview the employee or other persons. The Board usually will complete its

consideration within 60 working days of receipt of the employee's written submission to the Board. The

Board will provide a written decision to the employee. The Board's decision is final.

Complaint Procedure - Discrimination, Harassment, Retaliation

Employees should report all incidents believed to be unlawful discrimination, harassment, or retaliation. If you believe that you have been subjected to any form of unlawful conduct, submit a complaint in writing, to the Chair of the Board or one of the Head of Schools. 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 this policy, submit a complaint to any other Board Member as soon as possible. One of the Head of Schools must report any and all conduct of which they are made aware, which violates, or may violate, this policy to other upper level supervisors, as appropriate. Your complaint should be specific and include the names of the individuals involved and any witnesses.

Upon notice of such a complaint, the School will promptly undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If the School determines that unlawful discrimination, harassment, or retaliation or a violation of this policy has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future unlawful conduct.

The School encourages all employees to immediately report any incidents of unlawful conduct prohibited by this policy so that complaints can be quickly and fairly resolved. If you receive a complaint of unlawful discrimination, harassment, or retaliation from a fellow employee, report it immediately to the Principal or the Board Chair. If these individuals are not available, report it to the Business Manager or a lead teacher. 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.

There will be no retaliation against any employee who brings a complaint in good faith under this 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.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The DFEH and the California Fair Employment and-Housing Council (FEHC) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or [online](#).

Workplace Anti-Violence Policy

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School 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 the School. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, the School st enlist the support of all employees. Compliance with this policy

and the School's commitment to a mu
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 termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to School Head or Chairman of the Board. If these individuals are not available, report the incident to the Business Manager or a lead teacher and report the incident to the School Head as soon as he or she is available. All reports will be investigated by the School 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 School Head and the Chairman of the Board.

Employees should immediately inform the School Head about any workplace security hazards. If the Head is not available, the employee should immediately inform any lead teacher or the Business Manager so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under this 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.

Standards of Conduct

Prohibited Conduct

All employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet the School's standards, the employee may be subject to discipline, up to and including termination. Certain misconduct is so unacceptable that it will result in immediate termination of

employment unless, at the sole discretion of the School, a lesser discipline is to be applied as a result of mitigating circumstances. By way of example (but, by no means is this-intended to be an exhaustive list), the following constitute grounds for immediate termination:

- Falsifying or concealing information on employment records, employment applications, time records, or other School records.
- Release of confidential information without proper authorization.
- Possessing weapons on School property at any time or while acting on behalf of the School.
- Theft.
- Possessing or being under the influence of illegal drugs or alcohol while performing any

professional duties or when publicly representing the School, such as a professional

conference, or otherwise violating the School's policy regarding drug and alcohol use.

- Unlawful discrimination, harassment, and retaliation.
- Engaging in criminal conduct on School premises or in relation to School activities.
- Use of abusive or threatening language toward a Principal or member of management.
 - Making false or malicious statements about any employee, student, or School visitor.
 - Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, coworkers, Principal, or School visitors at any time on School-premises-or otherwise--violating the-School's-policy-regarding workplace violence.
- Damage or destruction of School property or the property of the School's employees, students, or visitors.

- Improper or unauthorized use or removal of School property or funds.
- Acceptance, from any source, of a reward, gift, or other form of remuneration in addition to

regular compensation to an employee for the performance of his or her official duties.

- Excessive absenteeism or tardiness.
- Failure to observe working schedules, including meal and rest periods.
- Working overtime without authorization or refusing to work assigned overtime.
- Working "off the clock" or failing to record or report all hours worked.
- Gross negligence leading to the endangerment or harm of a child or children.
- Poor personal hygiene or grooming habits.
- Violation of any safety, health, or security policy, rule, or procedure.
- Failure to comply with any federal or state regulation or law.
- Violation of or failure to comply with any School policy, rule, or procedure.

Disciplinary Action

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary actions. Any of the following types of disciplinary action may be utilized in any combination or alone. In fact, misconduct could result in termination of employment or a suspension, even for the first offense (particularly major misconduct). Application of disciplinary actions is solely within the discretion of the School.

The School's use of varying forms of discipline does not alter the at-will employment relationship in any way.

Other types of misconduct are unacceptable and may result in disciplinary action for a first offense (such as a verbal warning, written warning, or suspension) or can also result in immediate termination, determined at the sole discretion of the School. By way of example (but by no means is this intended to be an exhaustive list), the following constitute such conduct:

- Unfit for service, including the inability to appropriately instruct or associate with students.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a Principal or members of management.
 - Counseling: Disciplinary counseling is an informal discussion with an employee designed to help the employee remedy identified inappropriate behavior. It may be used for minor misconduct before taking more formal action.
 - Verbal Warning: Verbal warning is notice to an employee that his or her behavior must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action. Verbal warnings are usually given by the Principal. The Principal shall note the date and content of the verbal warning.
 - Written Warning: Written warning is formal notice to an employee that he or she is being disciplined and that further disciplinary action will be taken unless his or her behavior improves, a copy of which is placed in the employee's personnel file. The written warning shall contain specifics regarding what occurred, the date and time, which rule, policy, etc. was violated, and what the employee is directed to do to correct the situation.
 - Suspension-Suspension is the temporary removal of the employee from his or her duties without pay. An employee on suspension without pay shall not accrue benefits that normally accrue based on time worked.
 - Dismissal: Dismissal is the termination of an employee's employment.

Employee-Student Relations Policy

Boundaries Defined

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional

behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behavior

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee/ student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the School
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student

beyond the normative care and concern required of an educator

- Listening to or telling stories that are-sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to

gain their support and understanding

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission

- Being alone in a room with a student at the School with the door closed
- Allowing students in your home without signed parent permission for a preplanned and pre-

communicated educational activity that must include the presence of another educator,

parent or- other-responsible adult

- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, instant messages, social media messages, or letters to

students if the content is not about School activities and not in accordance with applicable RIC

or School policies

- Being "friends" with a student on any social media website

- Using profanity with or to a student
- Involving students in non-educational or non-RIC/School related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for

activities-such- as field trips or competitions

- E-mails, text messages, phone conversations, and other communications to and with students

s, and communication

- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from Dean of Culture, lead teachers, senior employees or one of the Co-

principals if you find yourself in a difficult situation related to Boundaries • Involving the Dean of Culture if conflict arises with a student

- Informing one of the Head of Schools about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe

social or emotional challenges

- Asking another employee to be present, or within close supervisory distance, when you must be

alone with a student after regular School hours

- Giving students praise and recognition without touching them in questionable areas; giving

appropriate pats on the back, high five's, and handshakes

- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing

your job, your career, and the reputation of RIC

Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to one of the Head of Schools or Chair of the Board. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

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- Keeping the door open when alone with a student

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Child Abuse and Neglect Reporting

California Penal Code Section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to the school Principal or Chair of the Board. Reporting such incidents does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incident and to file one written report.

Investigating

One of the Head of Schools or Chair of the Board will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support employees or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code Section 11166. In the event the allegation also constitutes such a reportable allegation, the School shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code Section 11166, one of the Head of Schools or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

Drug Free Workplace

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 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.

To further its interest in avoiding accidents, to promote and maintain a safe and efficient working conditions for its employees, to protect the School, to help set a positive example for students, to protect School grounds, equipment, and operations, and in compliance with government requirements, the School has established this

policy concerning the use of drugs and alcohol. As a condition of continued employment with the School, each employee must abide by this policy.

Illegal Drugs

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.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter-drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy. Furthermore, nothing in this policy is intended to diminish the School's commitment to employ and reasonably accommodate qualified disabled individuals.

The School will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Prohibited Use

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs, or drug paraphernalia on School premises or School business or during working hours.
- Purchase, sale, manufacture, distribution, transportation or dispensing of any legal prescription drug in a manner inconsistent with law on School premises.
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on School premises.

- Being under the influence of alcohol (if unauthorized) or illegal drugs on School premises or School business, which includes any time an employee is conducting or performing activities on behalf of the School (regardless of location) or during working hours.
- Use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- Being under the influence of a legal drug whenever such impairment might (1) endanger the safety of the employees, students, or some other person; (2) pose a risk of damage to School property or equipment; or (3) interfere with the employee's job performance or the efficient operation of the School or School equipment.
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

Legal Drugs

A "legal drug" is any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

The School recognizes that employees may be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee, students or someone else, pose a risk of damage to School property, or interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

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 members.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining clients and prospective clients of the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School- sponsored functions or while representing the School.

Violations

Compliance with this policy is a condition of employment at School. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any inspection or testing will result in discipline, up to and including termination. Furthermore, any violation of this policy may result in disciplinary action, up to and including termination, at School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency.

Drug and Alcohol Rehabilitation

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals.

Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact one of the Head of Schools or Chair of the Board, who will determine whether the School can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy.

Disciplinary Action

A first violation of this policy will result in immediate termination whenever the prohibited conduct caused injury to the employee, a student, or any other person or endangered the safety of the employee, student, or any other person.

In circumstances other than those described in the above paragraph, RIC may choose, in its sole discretion, not to terminate an employee for a first violation of this policy. In addition to termination, disciplinary action for a violation of this policy can include, but is not limited to, suspension and/or counseling.

Criminal Convictions

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any School-related activity or event will be deemed to have violated this policy. Employees must notify the School of any conviction under a criminal drug statute for a violation occurring in the workplace within 5 days after any such conviction. As required by federal law, the School will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

Off-the-Job Conduct

This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job drug use does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy.

Confidentiality of Drug Use Disclosures

Disclosures made by employees concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work- or school-related reason for doing so. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent legally permitted.

Definitions

The School's Electronic Communications Systems consist of all the various forms of electronic communication, including, but not limited to, computers, laptops, email, telephones, cellular phones, tablets, PDAs, text messaging, instant

messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Ownership and Conditions of Use

The Electronic Communications Systems are the property of RIC. They have been provided by RIC for the sole purpose of conducting RIC related business as well as other business that is approved by one of the Head of School. All communications and information transmitted by, received from, or stored in these systems are RIC records and the property of RIC.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on RIC letterhead. Special care should be taken when posting any information on commercial online systems or the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Electronic Communications Systems and the users thereof against unauthorized or improper use of these systems, RIC reserves the right, without notice, to limit or restrict any individual's use and to inspect, copy, remove, or delete any unauthorized use of its Electronic Communications Systems upon authorization of the Principal or his or her designee. RIC also reserves the right periodically to monitor the use of its Electronic Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization by the Principal.

Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all information regarding students (including names, addresses, contact information, and progress reports), and parents. Information regarding employee benefits, including salary and wage information (other than the employee's own benefits, salary, and wage information) is also confidential information that belongs to the School.

Computer Usage and Privacy Policy

Every user who is provided access to the School's computer, electronic, and telephonic communications systems ("Electronic Communications Systems") agrees to comply with and be bound by this policy. Any questions about this policy should be addressed to one of the Head of Schools.

Erasing an email message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Employees are not responsible for normal wear and tear on School technology equipment. However, employees are responsible for damage to School technology equipment caused by the employee's dishonesty, gross negligence, or willful act.

Confidentiality and Privileges

Information stored on the Electronic Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when electronically

sending or receiving sensitive, privileged, or confidential information. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. When appropriate, this fact should be disclosed to outside contacts.

Prohibited Use

Users are prohibited from using the Electronic Communications Systems for any unauthorized or unlawful purpose including, but not limited to, the following:

- Users are strictly prohibited from using the Electronic Communications Systems to deliver a message that is harassing, discriminating, or offensive on the basis of 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, veteran status, or any other legally protected status. The School has policies against harassment and discrimination, and those policies apply to the use of the Electronic Communications Systems.
- Users are prohibited from using the Electronic Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of others.
- Users are prohibited from using the Electronic Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, and Instagram unless such activity is part of your normal course of business, and is provided by the School for School purposes.
- Users must respect all copyrights and licenses to software and other online information and may not upload, download, or copy software or other material through the Electronic Communications Systems without the prior written authorization of one of the Head of Schools or Chair of the Board.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's email and voicemail mailboxes without proper authorization, based on legitimate business reasons, from one of the Head of Schools or Chair of the Board. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was improperly sent and must delete the message from his or her e-mail and voice mail.

Access and Disclosure

The Electronic Communications Systems are provided solely for the purpose of conducting RIC business. Incidental and occasional personal use of the Electronic Communications Systems is permitted, but such communications must not disrupt RIC business, and users do not have any expectation of personal privacy in any matter stored in, created, received, or sent over the Communications Systems.

To protect the integrity of its systems from unauthorized or improper use, the School (as owner of the Electronic Communications Systems) reserves the right for legitimate business reasons, upon authorization of the School Head or Chair of the Board, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over Electronic Communications systems without permission or prior notice to any user.

Although the School entrusts you with the use of voice mail, email, computer files, software, or similar expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property.

You are advised that electronic files, records, and communications on or through the use of School Electronic Communications Systems are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages.

The use of passwords to limit access to these systems are only intended to prevent unauthorized access to voicemail, email, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by RIC and School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and email messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice-mail and email as cautiously as you would use any more permanent communication medium, such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by the management without notice for business purposes.

There will be times when RIC, in order to conduct business, will utilize its ability to access your email, voice mail, computer files or software, or other School property. RIC or the School may also inspect the contents of your voice mail, email, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that its property is being used in an unauthorized manner.

school property, you should keep in mind that these items have been installed and maintained at great

RIC reserves the right to use and disclose any electronic non-privileged communication on its Electronic Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

Discipline

Any person who discovers misuse of the Internet access or any of the School's Electronic Communications Systems should immediately contact the School Head or Chair of the Board. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Modifications

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. RIC reserves the right to amend this policy at any time.

Technology Ethics Code

All materials, equipment, supplies, etc. purchased with school funds (or funds donated to the school or classrooms) belongs to Roses in Concrete Community School. Staff should be good stewards of school property. School Head or Business Manager permission is required before any school property is borrowed with the staff member accepting the responsibility to return the equipment or materials in good condition. If a teacher or other member transfers out of the school, it is understood that all books and other materials will remain at the school where purchased.

Password Security

All employees agree to safeguard all passwords and not communicate them to others. When entering any passwords, the employee will make every effort to maintain secrecy.

Student Internet Usage and Monitoring

- The primary responsibility for keeping students focused on the task at hand lies with the School's employees. The School's employees must make best efforts to prevent exposure of students to inappropriate Internet sites.
- Internet usage is to be limited to curricular purposes. No student is to be given unlimited Internet free time.
- When on the Internet, students are to have a specific assignment with parameters for the search given by the teacher. Employees are to monitor the websites by roaming the room during these search periods. This requirement applies to all teachers, including substitute teachers.
- A periodic check of bookmarks is to be conducted by teachers.
- Students are to be instructed regarding personal responsibility to avoid questionable websites. Specific instructions are to be given about what to do if they accidentally find themselves at an inappropriate website. Every parent and every student will sign a policy that will be updated with specific guidelines.
- Employees will periodically check the history of websites visited.
- If there is a problem, an investigation must be conducted. If it is found that an employee was negligent, appropriate action will be taken. This would apply to both Internet sites and password security.

Software License Agreement

- Software is to be used according to the provisions of the license agreements.
- Unauthorized copies of the software will not be made under any circumstances.
- Copying software other than for backup purposes is subject to administrative and/or disciplinary action, up to and including dismissal. (Please note that civil and criminal penalties are also possible.)
- Any known misuse of software is to be reported to the School Head or Chair of the Board.

Workstation Integrity

An employee's workstation is his or her area that contains his or her laptop, document camera, DVD player, microphone, and/or other School technology equipment. The integrity of another person's workstation must be maintained. This includes all files and materials contained in the individual's workstation.

Computer Care and Maintenance

- All computer stations are to be clean and well organized.
- There is to be no food or liquid on surfaces that share a computer. (This applies to everyone.)
- Care should be taken to prevent animal hair, dirt or fine substances from damaging computers.
- Cleaning of equipment is to be conducted regularly.

Social Media Policy

Scope

In light of the explosive growth and popularity of social media technology in today's society, the School 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 RIC; (2) engage in social media activities during working hours; (3) use RIC equipment or resources while engaging in social media activities; (4) use your School email address to make a post to a social media platform, or (5) post in a manner that reveals your affiliation with RIC.

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, Pinterest, LinkedIn, YouTube, and Instagram, 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, RIC's other policies, rules, and standards of conduct. For example, policies on confidentiality, use of RIC 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 RIC policies whenever your social media activities may involve or implicate RIC 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 School 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 the School's 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 the School.
- Do not post confidential information (as defined in this Handbook) about RIC, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student.
- You may not engage in social media activities during working hours unless such activity is in the normal course and scope of your job and is directly related to the School and unless the social media site is managed and owned by the School. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from the Head of School or Chair of the Board.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the Head of School or Chair of the Board.
- Always be fair and courteous to fellow employees, volunteers, parent volunteers, or other people who work on behalf of RIC. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, customers, suppliers, or other people who work on behalf of RIC, 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 RIC fellow employees, students, parents, customers, suppliers, people working on behalf of RIC or the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for RIC or the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with RIC or the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of RIC or the School, fellow employees, customers, suppliers, or other people working on behalf of RIC or the School. 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 RIC or the School."

- Never be false or misleading with respect your professional credentials.

Creating and Using School Social Media

- Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.
- The School Head and/or the RIC Business Manager, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School has final approval over all content and reserves the right to close the social media at any time, with or without notice.
- Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.
- Additional policy is listed at the end of this handbook and requires your signature.

Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, email accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

Discipline

Any violation of this policy may result in disciplinary action, up to and including termination.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each RIC employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Employee Classifications, Hiring and Qualification Requirements and Evaluations

Classifications

Upon hiring, all employees are classified as the following:

- Certificated or classified;
- Probationary, regular, or temporary;
- Exempt or non-exempt; and
- Full-time or part-time.

All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School.

Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

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 or probationary employee may change only if the employee is notified of the change in status, in writing, by the RIC Business Office.

Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact one of the Head of Schools or Chair of the Board.

Certificated and Classified Employees

Certificated: Employees whose positions require a license or credential are certificated employees. This includes, but is not limited to, teachers, counselors, directors, and administrators. For classroom teachers, credentials will be checked upon extending an offer to the applicant and verified upon start of employment. If additional action is needed, actions must be completed and turned in to the Principal within 30 calendar days.

Classified: Employees whose positions do not require a license or credential are classified employees. This includes, but is not limited to, employees who do not work with students, employees who do not instruct students, and paraprofessionals/teacher assistants.

Temporary: An employee who is hired for a particular project or job of limited or indefinite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, participate in any School benefits program, except as otherwise required by law.

Exempt and Nonexempt Employees

Exempt: 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 judgement and perform certain administrative, professional and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

Non-Exempt: Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

Full-Time and Part-Time Employees

Full-Time: An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

Part-Time: An employee who is regularly scheduled to work and regularly works less than 30 hours per week is considered a regular part-time employee. Generally, part-time employees are not eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

Probationary and Regular Employees

Probationary: All employees start employment in a probationary status and may only achieve regular status after a sufficient length of continuous employment has passed with satisfactory performance, both to be determined at the sole discretion of the School. Certificated employees must be continuously employed by the School for a minimum of two years before being eligible to become regular employees. Classified employees must be continuously employed by the School for a minimum of one year before being eligible to become regular employees. The School determines at its sole discretion when a probationary employee may become a regular employee.

Regular: Employees who successfully complete their probationary status become regular employees and, thus, are subject to the policies and procedures applicable to regular employees.

Hiring Requirements

Tuberculosis Testing

No person shall be employed by the School unless he or she has submitted proof of an examination within the last four years stating that he or she is free of active tuberculosis (TB). This examination shall consist of an X-ray of the lungs or an approved intradermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Thereafter, all employees shall be required to undergo the foregoing examination at least once every four years. After such examination, each employee shall cause to be on file a certificate with the School from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination is a condition of initial employment, and the expenses incident thereto shall be borne by the applicant.

Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

The School may, on a case-by-case basis, require an entity providing School site services to certify that the entity's employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have limited contact with students. To make such a determination, the School must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether students will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If the School makes this determination, the School shall take appropriate steps to protect the safety of any students that may come in contact with these contractors. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

Immigration Compliance

The School 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 comply with this procedure.

Certification

The School's core academic teachers are required to hold a current California Commission on Teacher Credentialing credential, permit, certificate, or other document equivalent to that which a teacher in a public school would be required to hold.

It is the responsibility of each teacher to ensure that credentials are renewed in a timely manner and remain current.

In preparation for certification renewal, teachers must be sure that all renewal requirements (e.g., coursework, documentation, test passage, and/or professional growth plan and record) are completed and available well ahead of application. Teachers shall complete all certification renewals online. Upon renewal, the original document shall be submitted to the Head of School or Chair of the Board, who will make two copies: one for the RIC Business Office (to be filed in the employee's personnel file) and the other to be submitted to the Alameda County Office of Education. Employees are to meet with Head of School or Chair of the Board at least thirty days prior to the expiration of their certification.

Credential Verification

Credentials will be searched prior to extending an offer to the applicant and verified via secure search upon start of employment. If additional action is needed, actions must be completed and turned in to one of the Co- principals within 30 calendar days.

Other Credentials

National Board Certification

National Board Certification is intended to recognize documented and objective teacher excellence. Any teacher who achieves National Board Certification will be eligible to receive an annual stipend. If granted, such a stipend would be in addition to the teacher's salary. If granted, payments on the stipend amount would begin the next fiscal year (July 1).

While there is no guarantee, this stipend could possibly continue through the ten-year life of the certification provided that: (1) the teacher remains employed by the School; (2) the teacher complies with all requirements articulated by RIC in relation to this program; (3) the stipend receives continued approval by the Board of Directors; and (4) RIC, in its sole discretion, determines that there is continued and adequate funding for the stipend program.

Five Core Propositions

National Board Certified teachers will demonstrate their commitment to continued excellence as identified in the Five Core Propositions set forth by the National Board for Professional Teaching Standards.

Proposition 1: Teachers are committed to students and learning.

Proposition 2: Teachers know the subjects they teach and how to teach those subjects to students. Proposition 3: Teachers are responsible for managing and monitoring student learning.

Proposition 4: Teachers think systematically about their practice and learn from experience.

Proposition 5: Teachers are members of learning communities.

Yearly Review

The Principal will meet individually with each National Board Certified teacher to review his or her accomplishments in each of the five areas. Recommendations will be presented, if necessary, and shared with the Board of Directors. The Board of Directors will determine continued receipt of the stipend.

Stipend

The amount of the stipend and the continuation of this program will be renewed yearly and ratified by the Board of Directors in the annual budget and is subject to modification at RIC's sole discretion.

Performance Evaluation

In an effort to continually improve instructional practices here at Roses in Concrete Community School, all Roses in Concrete staff will be evaluated formally by their supervisor once a year. Goals and objectives will be developed jointly by each staff member and the supervisor in accordance with the mission and vision of Roses in Concrete Community School and the staff member's Growth Plan. Staff evaluations will be based on the degree to which goals and objectives have been achieved. If a staff member is having difficulties achieving his/her goals, the supervisor will provide appropriate support and training. Those staff members not meeting expectations will be given at least one verbal warning followed by two written warnings and thirty (30) days notice and then may be terminated. If a grievance arises regarding the evaluation process, an employee should attempt to resolve the issue with his or her immediate supervisor who conducts the employee's evaluation.

Performance Improvement Plan

When an employee's performance is unsatisfactory, the School may at its sole discretion implement a growth plan for that particular employee. The plan will include specific steps for the employee to take to improve performance within a designated period of time. If the employee does not correct his or her performance within this time frame, he or she will be subject to termination of employment.

Employment Policies and Practices

Personnel Files

General

At the time of employment, a personnel file is established for each employee. Employees should advise the School of changes that should be reflected in their personnel files as soon as possible. Such changes include: name, address, telephone number, number of dependents, and emergency contact(s). Prompt notification of these changes is essential. All employees may notify one of the Head of Schools, Business Manager or Chair of the Board of any personal information that would be necessary in a medical emergency.

Right to Inspect

All employees have the right to inspect certain documents in their personnel files, as provided by law, in the presence of a School representative, at a mutually convenient time. A request to inspect and/or copy documents contained in the employee's personnel file must be: (1) directed to the employee's supervisor; (2) made in writing (including a description of the documents sought); (3) dated; and (4) signed by the employee whose records are sought. After receipt of the employee's request, the School will respond within a reasonable time frame and in accordance with applicable law.

If an employee disputes an item in his or her file, the employee may submit a memorandum outlining his or her points of contention. However, no action is required of the School in response to such a memorandum unless some other School policy or applicable law relates to the situation and requires the School to take action.

Limited Disclosure

The School will restrict disclosure of each employee's personnel file to authorized individuals within the School. If an employee requires disclosure of his or her personnel file to an outside individual, then the employee must submit a dated, signed, and written request to one of the Head of School or Chair of the Board that describes which documents the employee seeks to disclose. Moreover, the employee must execute a release before the School will disclose any personnel documents.

Notwithstanding the above, RIC will cooperate with requests from authorized law enforcement, legal mechanisms (such as subpoenas), or local, state, or federal agencies conducting official investigations or as otherwise legally required.

References

Reference calls must be referred to one of the Head of Schools or Chair of the Board. When the School receives a reference call for a former employee, the information provided shall be limited only to the dates of employment and the position held at the date of termination.

Conflicts of Interest

General

The School seeks to avoid situations in which actual or potential conflicts of interest may exist. To implement this objective, the School will attempt to avoid work assignments and working relationships that involve actual or potential conflicts of interest because these may potentially lead to complaints of favoritism, lack of objectivity, employee morale problems, potential claims of harassment or discrimination, and problems fulfilling responsibilities and duties owed to the School.

All employees must avoid situations involving actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

An employee involved in any relationship or situation that may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances, up to and including termination or transfer or affected employees. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination.

Conflict of Interest Hiring

It is the intent of the School that all hiring will be done in an unbiased manner. To fulfill this intent, the following procedures will be followed for all hiring:

- The School Head will have no relatives employed at the specific school she supervises.
- Any member of an interview committee who is a relative or friend of a candidate will remove himself or herself from the interviewing and selection process for all candidates for that position.
- Prior to interviewing applicants, committee members will be asked whether they are acquainted with any candidates. If they are acquainted, the interviewing committee will decide if they should be disqualified.

- When an applicant is recommended for hire, all members of the Board of Directors will be asked
- whether they are acquainted with the candidate prior to the Board's vote. If anyone is
- acquainted, the Board of Directors will decide if the Board member should be disqualified.
- All responses and decisions concerning Board member disqualification from the interview and/or
- Voting process will be documented in writing.

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. Employees must commence the meal period before completing the fifth hour of work. Thus, if you begin working at 8:30am, for example, the meal period must be prior to 1:30pm. In addition, non-exempt employees must record the actual times that they stop and start work to take a meal period. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday. Meal periods must be taken before the 10th hour of work is completed. 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. Employees do not need to record the times of these rest periods as these times are paid.

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.

All non-exempt employees are expected to observe their assigned working hours and the time allowed for meals and rest periods. The School reserves the right to modify an employee's workday start and end times and the number of hours worked. If an employee is prevented from taking a meal or rest period as set forth in this policy, the employee should report this to one of the Head of Schools or Chair of the Board.

Failure to comply with the School's policy regarding meal and/or rest periods may result in disciplinary action, up to and including termination.

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculated overtime. Holiday, vacation, and sick days, for example, are not hours worked and therefore not counted in any overtime calculations. All overtime work must be previously authorized by a supervisor. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable state and federal laws.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. Exempt employees are not entitled to overtime compensation.

Paydays

All full-time employees are paid on the last working day of each month. Employees should immediately report any errors in their paycheck to the Business Manager.

Class Assignments

The yearly reorganization of the School (grade and room assignments for teachers) will be made by a committee consisting of the Instructional Advisory Team. After assignments have been posted, teachers may request any of the open positions. The Principal will review requests and determine any necessary changes. There will be no further movement after this one opportunity and any remaining open positions will be filled with new hires.

Lactation Accommodation

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express breast milk in private.

Smoking

All School buildings and facilities are non-smoking facilities. For purposes of this section, "facilities" means the entire School campus.

Personal Business

The School's facilities for handling mail and telephone calls are designed to accommodate School business. Personal mail should be directed to the employee's home address and personal phone calls should be limited to an absolute minimum. Personal calls using School equipment should not be made outside the School's immediate dialing area. The School's materials, time, or equipment may not be used for personal projects.

Solicitation and Distribution Policy

RIC has established the following policy to create a work environment that promotes the well-being and safety of both employees and students and enables employees to focus on academic improvement and high caliber teaching. RIC limits the solicitation of employees and distribution of non-work related materials in the educational environment for the purpose of promoting an environment that is centered on teaching and learning. Unrestricted solicitation and/or distribution on school premises are likely to interfere with these goals. Accordingly, solicitation and distribution is expressly restricted below by this Policy in order to maintain the necessary environment.

Definitions

(a) The term "working time" is defined as the working time of both the employee doing the soliciting/ distributing and the employee to whom the soliciting/distributing is directed. Working time does not include meal periods (unless on-duty), rest periods, or any other specified periods during the workday when employees are not expected to be actively performing their job, including any period in which employees are not on duty.

(b) The term "working area" is defined as all student and/or parent areas, student transport areas, and all other locations on school premises where employees perform work. Working areas exclude faculty lounges, break areas, and parking areas, except for those employees who perform work there.

(c) The term "literature" includes, but is not limited to, materials, in either written or electronic form, used for advertisement, solicitation, fund-raising, political, sales, or promotional purposes.

(d) The term "student and/or parent areas" refers to places used frequently and regularly by students or parents, such as classrooms, corridors, offices, nurse stations, playgrounds, parent lounges, waiting or sitting areas, and elevators.

(e) The term "solicitation" includes, but is not limited to, asking for support, selling, seeking assistance for an issue or cause, or seeking contributions.

Guidelines

Employees

- Employees may not solicit during working time or in student and/or parent areas for any purpose.
- Employees may not distribute literature at any time, for any purpose, in student and/or parent areas, or other working areas.
- Employees may not utilize the School's computers, copiers, fax machines, email system, voice message system, or internal mail for solicitation or distribution of non-work related literature at any time, for any purpose. Usage of these systems and equipment may be monitored to ensure compliance. Employees should have no expectation of privacy in their use of the School's Electronic Communications Systems and equipment.
- Solicitation of gifts, tips, or gratuities from students, parents, or vendors is strictly prohibited.

Non-employees

Persons not employed by RIC or the School may not solicit or distribute literature on School property at any time, for any purpose, other than approved business reasons related to the School's educational programs. Any violation should be promptly reported to one of the Head of Schools or Chair of the Board.

All visitors must obtain permission to be present on School property and must sign in with the front office and obtain a visitor's badge. Non-employees who are not parents of enrolled students shall not be anywhere on School property unless they have a legitimate business reason to be present. Non-employee business invitees are only allowed in student and/or parent areas or working areas when furthering a legitimate business need of the School and only after receiving permission of one of the Head of Schools or Chair of the Board.

Exception: Non-employees may be present on School property for the limited purpose of attending Board meetings that are open to the public and only for the time period during which the public Board meeting occurs. Non-employees may speak and distribute literature at public board meetings as permitted by the Board.

Bulletin Board Postings

Official bulletin boards are to be used for the posting of official material related to the operations and objectives of RIC only. All materials to be posted in any manner on an official bulletin board must have prior authorization from the School Head or Chairman of the Board. The posting of materials on walls, corridors, halls, lobbies, doors, or areas other than official bulletin boards is prohibited. The one of the Head of Schools or Chair of the Board may provide a bulletin board for personal postings of personal or student/parent thank you cards, events (marriages, births, deaths, etc.), or invitations. Such postings should be consistent with the mission and conduct standards of the school.

Email Usage

The computer and internet system utilized by employees is School property provided solely to conduct school business. Official email addresses may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or any other non-business matters. To ensure compliance with this policy, internet, computer and email

usage may be monitored. Employees do not have an expectation of privacy in any internet use of RIC or School property, including the School's Electronic Communications Systems.

Off-Duty Visitation

Off-duty employees may have occasion to enter School facilities to retrieve personal property, visit students or staff, attend non-work related meetings and functions, attend classes, or as otherwise authorized. At all times during any such off-duty visitation, off-duty employees are expected to follow this Solicitations and Distributions Policy.

Off-duty employees are prohibited from soliciting on-duty employees at any time and off-duty employees in working areas. Off-duty employees are also prohibited from distributing literature to employees in working areas and student and/or parent areas at any time.

Exception: Employees may be present on School property for the purpose of attending Board meetings that are open to the public. Employees may speak and distribute literature at public Board meetings as permitted by the Board.

Violations of this policy may result in disciplinary action, up to and including termination.

Health and Safety Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by the Business Office of RIC and is available for review.

In addition, employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards and all injuries or accidents.

Security Protocols

General Procedures

The School has developed guidelines to help maintain a secure workplace. Employees are to be aware of unknown persons loitering in parking areas, walkways, entrances, exits, and service areas. Employees are to report any suspicious persons or activities to security personnel or to their supervisors. Employees are to secure their desks or offices at the end of the day. When called away from the work area for an extended length of time, the employee should not leave valuables or personal articles around the workstation that may be accessible. The security of facilities as well as the welfare of the School's employees and students depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisors when keys are missing or if security access codes or passes have been breached.

All staff members are to be on the alert for any "outsiders" or "suspicious persons" in the school. Please report the presence of any such persons immediately. All volunteers and visitors must sign in at the office and wear a badge at all times. Also, please advise all parents to come to the office to sign in before they visit your classroom.

Key Procedures

When an employee loses a School key, the following guidelines will be followed: 1st incident: Warning
2nd incident: Employee will pay for lost key(s) and all costs for rekeying if authorized by applicable law
3rd incident: Appropriate disciplinary action

Payroll Withholdings

The School is required by law to withhold contributions for Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay (Social Security is required withheld from non-exempt employees only). Every deduction from the employee's paycheck is explained on the employee's check voucher. If the employee does not understand the deductions, EdTec should be consulted.

EMPLOYEE BENEFITS

Life/Health Insurance and Related Benefits

Health Care Insurance Coverage for Regular Full-Time Employees

The School offers certain insurance benefits that may include medical, dental, vision, life, and disability insurance benefits to its regular full-time employees as defined by applicable law and regulations. Regular full-time employees will receive summary descriptions of the School's benefit plans from the RIC Business Office at the time of hire.

Available benefit plans may vary and may change from time to time. Affected employees will be advised of any such changes as required by applicable law.

Health Care Insurance Coverage Options for Certain Part-Time Instructional Aides

Any part-time Teacher Assistant who works six (6) hours daily or more may be eligible for matching funds from the School towards the purchase of a health care plan. For more information, please see the RIC Business Office.

State Disability Insurance

Non-exempt part-time employees and substitute teachers contribute to the State of California to provide disability insurance. Contributions are made through a payroll deduction. Disability insurance may be payable employee is amount. Specific when the employee cannot work because of a non-occupational illness or injury or when the entitled to temporary workers' compensation at a rate less than the daily disability benefit rules, regulations, and forms governing disability are available from the RIC Business Office or the California Employment Development Department ("EDD").

The employee is protected by the School's workers' compensation insurance policy while employed by the School. The policy covers the employee in case of certain occupational injury or illness. If the employee is injured while on the job, the employee must immediately report the injury to his or her supervisor and the Office Manager.

Holidays

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on School observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

- New Year's Day
- Martin Luther King, Jr. 's Birthday

- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Holiday
- Christmas Eve
- Christmas Day

Vacation

Teachers, part-time employees, temporary employees, and non-year round employees do not earn paid vacation. Vacation days for instructional staff are tied to the school calendar. Full time custodians will earn 5 weeks of paid vacation.

For continuing employees who move from a non-year-round work schedule to a year-round schedule, the employee will earn 5 weeks of paid vacation. The school has the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, employees will receive holiday compensation for that day.

Employees who terminate their employment for any reason will be paid for any accrued, but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult the RIC Business Office with questions regarding this policy.

Paid Sick-Leave (Part-Time and-Temporary-Employees)

This policy is effective as of July 1, 2016. The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

This policy applies to part-time and temporary employees. All part-time and temporary employees who work more than 30 days in a calendar year in California are allotted PSL as set forth in this policy.

Eligible employees may use their PSL to take paid time off for the diagnosis, care, or treatment of their own illness or an illness of their family member.

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.

For both exempt and nonexempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be

scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to deny a vacation request based on operational needs of the School. Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

In 2016, all eligible employees will be allotted three PSL days (24 hours) on July 1, 2016, to be used by June 30, 2017.

If an employee is hired mid-year, he or she will receive three PSL days (24 hours) for use during the remainder of the employee's first calendar year of employment, subject to the limitations described below.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on January 1 each year for the following calendar year. PSL days are "use it or lose it" and, as such, do not carry over from year to year.

The School prohibits discrimination or retaliation against employees for using their PSL.

Sick Leave Full-Time Employees

All full-time staff receive 10 or 12 sick days each year (or 1 sick day per month), which is accrued yearly. Sick leave may be used in advance of accrual for medical, psychological, dental, or optical examinations or treatment. Sick leave may also be used for the medical care of immediate family. Sick leave is intended for short-term illnesses and or injury where the employee's return to work is expected in a reasonable length of time.

Written medical documentation is required for all absences that are more than 5 days.

When using sick leave, staff must notify the supervisor as soon as possible on or before the first day of absence and on subsequent days. Sick leave will not be charged against the accrued balance whenever a school holiday/break is observed. If sick leave is exhausted, an employee's daily rate will be deducted from pay for each missed day of work.

Sick leave days may be taken in minimum increments of 4 hours or 1/2 day. Sick leave benefits do carry over from year to year. Employees will not receive pay in lieu of unused sick leave. Unused sick leave will not be paid out upon termination.

Eligible employees may use their accrued sick leave benefits to take paid time off for the diagnosis, care, or treatment of their own illness or an illness of their family member. 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.

Eligible employees may use PSL beginning on the 90th day of employment.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

The 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, the employee must provide notice as soon as practicable. Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

Employees may also use their sick leave to take time off from work for reasons related to domestic violence stalking-or sexual assault.

Unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System ("STRS") for those employees who are eligible to participate in such benefits in the year in which they earn sick leave. Employees who are not eligible for STRS when they earn sick leave may not apply unused sick leave toward any future STRS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public schools when requested in writing by the employing school/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public schools when requested in writing by the incoming employee to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and is not credited to the employee's sick leave balance at the School.

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

The School prohibits discrimination or retaliation against employees for using their sick leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

LEAVES OF ABSENCE

General Rules Regarding Leaves of Absence

Types of Leave

The School's policy is to grant certain leaves of absence to eligible employees on a non-discriminatory basis within the parameters of its policies and applicable law. Unless applicable law requires a departure from these policies, the following policies will govern the noted leaves of absence.

In general, the School may grant leaves of absence in cases of medical disability, military duty, jury duty, witness duty, or personal emergency.

Requests for Leave

All requests for leaves of absence must be submitted in writing to the Principal. Moreover, an employee must provide the School with reasonable notice of his or her desire to take a leave of absence whenever possible. In addition, more specific requirements pertaining to particular types of leaves are outlined below.

Pay/Benefits During Leave

Unless provided otherwise by a more specific policy or applicable law, all leaves of absence are only available on an unpaid basis.

Unless provided otherwise by a more specific policy or applicable law, employees will not accrue benefits, such as the accrual of vacation days or sick time, during unpaid leaves of absence.

Return to Work

If an employee fails to return to work on the next regularly scheduled workday following the expiration of his or her leave, the employee may be considered to have voluntarily terminated his/her employment.

Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School 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 the School. Approved absences of less than two weeks are not treated as medical leaves of absence but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School 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)

The School 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 and the RIC Business Office 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 the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Unless otherwise required by law, the School 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.

Rules Particular to Discretionary Non-Medical Leaves by Full-Time Regular Employees

Regular full-time employees may request an unpaid personal leave in writing from the Board of Directors. Unless otherwise required by law, there is no guarantee of a position upon the teacher's return from this form of unpaid personal leave.

If the employee on personal leave would like to return to the School, the teacher must contact the Board of Directors by January prior to the school year when the teacher would like to return. If there are job openings for positions for which the employee is qualified for the next school year, an interview will be scheduled with one of the Head of Schools or Chair of the Board and appropriate committee prior to interviews with any new applicants.

After all leave applicants have been interviewed, one of the Head of Schools or Chair of the Board will determine which candidates will be offered positions.

Rules Particular to Discretionary Non-Medical Leaves by Part-Time Employees

Regular part-time employees requesting a non-emergency, non-illness related unpaid personal leave of absence that is more than five (5) consecutive work days, but no longer than ten (10) consecutive work days, must submit a request in writing at least three (3) weeks prior to the first day of the anticipated personal leave of absence to the School Head or Chair of the Board. The supervisor to whom the part-time employee is assigned, the School Head or Chair of the Board, and the appropriate representatives will review the request and determine whether or not to grant the leave.

To request an unpaid personal leave of absence that is more than ten (10) consecutive workdays for a non-emergency, non-illness purpose, the part-time employee must submit a written request to the Board of Directors. The request must be made at least three (3) weeks prior to the first day of anticipated personal leave of absence. The Board of Directors will review the request and determine whether or not to grant the leave.

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 School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence.

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 School's Request for Leave form, which is available upon request from the RIC Business Office. You should submit your request to one of the Head of Schools or Chair of the Board. 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 School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School 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 School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from the RIC Business Office.

Family and medical leave may be taken for up to 12 work weeks 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 work weeks 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. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. 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 accrued vacation during unpaid family and medical leave. You will also be required to use any accrued 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 the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, the employee 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. The School 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 one of the Head of Schools or Chair of the Board.

Maternity Leave

All employees will receive 12 weeks of 45% supplement pay in conjunction with SDI 55% so that they receive 100% of salary.

The School 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 at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. You should use the School's Request for Leave form, which is available upon request from the RIC Business Office. You should submit your request to one of the Co- principals or Chair of the Board. 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 School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School 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 healthcare 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, the School 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 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 the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, 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 School 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 Head of School or Chair of the Board.

Worker's Compensation

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness. Employees are required to immediately report any accidents and/or injuries occurring on the job to one of the Head of Schools or Chair of the Board. For more information, please contact one of the Head of School or Chair of the Board.

Military Leave of Absence

Military leaves of absence will be granted without pay in accordance with state and federal law. However, in order to be eligible, employees must submit verification from the appropriate military authority. Eligible employees may be entitled to reinstatement upon completion of military service, provided: (1) they have a certificate of satisfactory completion of service; (2) they submit an application for employment within ninety

(90) days of discharge or as the law may otherwise provide; (3) they are qualified to fill their former position; and (4) all other legal requirements are met to qualify the employee for reinstatement rights.

The employee may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, the employee will not accrue vacation or sick leave or receive holiday pay during military leave.

Jury and Witness Duty

Regular full-time non-exempt employees will be excused from work for required court duty as a juror or witness, up to a maximum of five business days with pay. Additional time off will be without pay.

Exempt employees will be provided time off with pay, up to a maximum of five business days. Additional time off will be paid in accordance with applicable law. Exempt employees shall receive their full weekly salary for any week in which they perform any work and also provide jury service.

Employees may elect to use any accrued vacation during jury/witness duty leave. Teachers are strongly encouraged to postpone their jury duty to non-instructional days, such as summer break.

Employees must notify their supervisors immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service. On any day of jury service on which an employee is excused entirely or in sufficient time to permit him or her to return to work for a minimum of one half of his or her regular scheduled shift, he or she will be required to report to work.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the school, the school will provide time off with pay.

Bereavement Leave

Each regular full-time employee will be provided with three paid bereavement days (within California) and five paid bereavement days (out-of-state) for family members. Family members will be defined as members of the employee's or spouse's immediate family, which means the parents, grandparents, spouse, significant other, child or grandchild, brother, sister, (step or foster), or any other person living in the immediate household of the employee. If an employee requires more than three days (within California) or five days (out-of-state) for bereavement leave, the employee may use accumulated sick days.

School Activities and Day Care Leave

Employees may take unpaid leave to participate in their children's school activities. Parents, guardians, or grandparents with custody of a child may take up to eight hours each calendar month (up to a maximum of 40 hours each school year), regardless of the number of children they have, provided they give reasonable

notice to their supervisor. This includes activities at kindergarten through twelfth grade and licensed day care center activities. School verification of the employee's participation is required. Employees may use accrued vacation while attending a child's school activities. If both parents of a child are employed by the School at the same worksite, only the parent who first gives notice to the School is entitled to the planned absence at any one time. The second parent may only take time off with the School's approval.

Suspended Student 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 through twelfth grade and must present to his or her supervisor the school's letter, which requests the employee's appearance at the school, 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.

Time Off to Vote

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00am until 8:00pm, employees are generally 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 the School may 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.

Leave for Domestic Violence and Sexual Assault Victims

If you are a victim of domestic violence or sexual assault, 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:

- To obtain a temporary or permanent restraining order or other court assistance;
- To seek medical attention for injuries caused by domestic violence or sexual assault;
- To obtain services from a shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
- To obtain psychological counseling related to an experience of domestic violence or sexual assault; or
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, 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 if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic abuse or sexual assault pursuant to the School's family and medical leave policy.

The School does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence or sexual assault. If you believe you have been the victim of any such act, please contact the Principal or Chair of the Board. The School will maintain the confidentiality of requests for time off due to domestic violence or sexual assault to the extent possible and as allowed by law.

Leave for Victims of Domestic Violence and Sexual Assault

Employees who are victims of domestic violence or sexual assault will be given time off as necessary to help ensure the safety, health, and welfare of themselves or their children. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The School will make every effort to maintain the confidentiality of any employee requesting crime-victim/domestic violence leave.

Leave for Crime Victims and Their Family Members

An employee who is the victim of certain crimes (violent felonies, felony thefts, and serious felonies as defined by law) or is the immediate family member, registered domestic partner, or child of the registered domestic

partner of such a victim will be given time off as necessary in accordance with the law to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The School will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

Adult Literacy Education Leave

The School will reasonably accommodate any eligible employee seeking to enroll in an adult literacy education program provided the accommodation requested would not result in an undue hardship to the School. The School does not provide paid time off for participation in an adult literacy education program.

Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in a drug or alcohol rehabilitation program provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in a drug or alcohol rehabilitation program. The School will make reasonable efforts to keep the fact that the employee enrolled in an alcohol or drug rehabilitation program as confidential as possible.

This in no way restricts the School's right to discipline an employee, up to and including termination, for violation of the School's policy regarding drug and alcohol use.

Civil Air Patrol Leave

Pursuant to California law, the School 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 the School as much notice as possible of the intended dates upon which the leave would begin and end. The School 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, the School 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 School 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 School 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 sick 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 School 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 School 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 School as much notice as possible of the intended dates upon which the leave would begin and end.

TERMINATION OF EMPLOYMENT

Resignations

Should it become necessary for an employee to terminate his or her employment with the School, the employee should notify his or her supervisor regarding the intent to terminate employment as far in advance as possible. At least two weeks notice is expected whenever possible.

Otherwise, each year, prior to the reorganization of classes, all School employees will complete a "Declaration of Intent," indicating their intent to continue or not continue employment at the School for the following school year.

Any accrued but unused vacation days will be paid out at the employee's final rate of pay and in accordance with applicable law. Unused sick leave will not be paid out upon termination. However, unused sick leave will be transferred to any subsequent California public schools when requested in writing by the employing school/school to the extent permitted by applicable law.

Insurance

If a departing employee is participating in the School's health benefit plans, the employee will be sent information regarding his or her rights under COBRA.

Retirement

General

Retirement at age sixty-five is not compulsory. An employee who wishes may retire (or take semi- retirement). Retired certificated employees may work as substitute teachers at the School following procedures for placement on the School's substitute teachers' list. Classified employees may work part- time to equal what Social Security will allow. All other taxes including Social Security will be deducted from the salary according to federal and state tax laws.

Continuing employment after retirement is at the sole discretion and recommendation of the School Head or Chairman of the Board of the School with final approval by the Board of Directors.

Retirement Systems

STRS

All full-time certificated employees of the School will continue to be with the State Teachers' Retirement

System ("STRS"). Employees will contribute the required percentage and the School will contribute the employer's portion. All withholdings from employees and the School will be forwarded to the STRS fund as required.

Employees will accumulate service credit years in the same manner as other members of STRS.

Involuntary Terminations of Employment

The School may elect to terminate an employee's employment pursuant to its policies and the terms of its agreement, if any, with the employee.

Salary and Benefits in the Event of Termination

Salary

In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of actual service.

Accrued/Unused Vacation and Sick Leave

Employee Handbook and Acknowledgement of Receipt and At Will Agreement

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THE SIGNATURE PORTIONS ON PAGES TO THE SCHOOL HEAD OR CHAIRMAN OF THE BOARD WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the Roses in Concrete Employee Handbook ("Handbook"). I have carefully read and understand its contents and agree to follow the policies stated therein. I agree that Roses in Concrete Community School (the "School") and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I understand that I am an at-will employee. I understand that the terms and conditions of my employment may not be modified orally and may only be modified in a writing signed by the Principal (or Administrative Designee) and me.

I understand that nothing in the Handbook is intended, nor should be construed as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or to change the terms and conditions of my employment. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment.

Employee Acceptable Use Agreement for Electronic Resources and the Internet

The Roses in Concrete Community School recognizes the value of computers, personal electronic devices and other electronic resources, as well as, to improve student learning and enhance the administration and operation of its schools. To this end, the RIC encourages the responsible use of computers; computer networks, including the Internet; and other electronic resources in support of the mission and goals of the school.

RIC staff and contractors are reminded that the RIC e-mail system, email accounts, computer accounts and all other user accounts are owned by RIC. All electronic mail activity utilizing the RIC server is monitored and logged. To provide for access to computer data when an employee is absent, account login and passwords shall be provided to Main Office personnel when requested. Computer use is provided for educational purposes and school activities; use of computers for personal use shall be minimal and comply with the restrictions listed below.

As used in this Agreement, "personal electronic devices" may include but are not limited to, cellular telephones, personal digital assistants ("PDAs"), digital cameras, video recorders, electronic recording devices, and portable laptop computers, or any other device with wireless capabilities. This Agreement is referenced in Board Policy 4040 Employee Use of Technology and Administrative Regulation 4040.

Acceptable Use and General Rules of Usage

Use of School computers and other electronic resources or use of the wireless capability features of any

personal electronic device is intended to be used in support of, and be consistent with, the educational standards and benchmarks of the school.

Users will be provided access to the Internet in accordance with the School Internet filtering and blocking measures. Every effort is made to log and monitor all web traffic for inappropriate or offensive content. The measures discussed below are in place to avoid access to inappropriate material that is not consistent with the educational standards or professional norms and benchmarks of the School. As necessary, the

School will make

determinations on whether specific uses of the network or personal electronic devices are consistent with the acceptable use practice.

Acceptable Use

1. Exhibit exemplary behavior on the network or while using School electronic equipment and while
2. using the wireless capability features of any personal electronic device.
3. Network accounts are to be used only by the authorized user of the account for authorized purposes.
4. For School employees provided with email, the email is considered a regular avenue of communication and should be checked by employees frequently.
5. Communications and information accessible via the network are subject to monitoring and/or review at any time and should not be assumed to be private and can be subpoenaed.
5. Any employee, upon learning of an inappropriate use or a compromise (a breach, unauthorized access, suspected unauthorized changes, deletions, additions, or viewing) of one or more of the School's Enterprise Data Systems (PowerSchool, SASI, DataWise, QSS, BeMail, NetworkAccounts; or any other system used within the School) or the school network has potentially occurred, shall immediately notify his or her supervisor who shall notify the appropriate Associate Superintendent and the Director of Technology Services to initiate a prompt investigation.

Unacceptable Use

1. General Instances of unacceptable use:

- a. Use of the School's systems, network or technology resources for an unlawful purpose is prohibited.
- b. Any use of the School systems or technology resources for commercial or political purposes, or for political lobbying, is prohibited.
- c. Excessive use of the School systems or technology resources for personal business is prohibited.
- d. Use of the network or personal electronic devices to intentionally access or process pornographic or adult sites with explicit sexual content or other inappropriate or derogatory material, is prohibited. Inappropriate texting or messaging is prohibited. Making copies of any school software is prohibited except as permitted by the Technology Lead and applicable licensing agreements.
- e. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.
- f. Malicious use of the School's systems or technology resources to develop or use programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.

2. Contact With Students And Families:

1. All electronic communication with students and families shall be only for the furthering of the student's academic career, and should be done through the school's email system.
2. Contact with students through social networking sites like Facebook or Instagram should be avoided, and limited to educational communication. Extended communication with students or families should be done via school email or telephone.
3. All photography or video recording of students or families shall be done only with permission of the individuals being photographed. Written permission must be given if the material is to be published with personally identifying information; the written permission slips must be on file with the school office.

3. Contact With Students, families, and the public through websites and blogs:

- a. Websites and pages for school programs must maintain a consistent "look and feel" across all pages and have consistent navigation with current RIC banner and menus. Any links to non-RIC material must be through clearly marked navigational links, and only to sites that do not violate any RIC policy.

b. Employees Shall not develop any classroom or work-related websites, blogs, forums, or similar online communications representing the school or using school equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to the rules and guidelines established for school online publishing activities including, but not limited to copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the school is not responsible for the content of the messages. The school retains the right to delete, or demand deletion of materials on- any such-online communications.

Employees shall not use the School's communications platforms, including but not limited to the website, classroom listservs, Parent Square, to publicize grievances, disputes, controversies, or allegations involving the School, any of its employees, or the Board of Directors.

4. Integrity Of Confidential Data

a. Giving out personal or confidential information about another employee or student, including home address, phone number, special education or 504 status, lunch status, or other data without appropriate authorization, is strictly prohibited.

b. Users shall not disclose student information for any purpose other than a legitimate educational purpose, or as otherwise permitted by law.

c. Users shall not download confidential student or employee information onto laptops, desktops or other portable storage devices without authorization. Authorized loading of confidential information onto laptops or other portable storage devices should only be done utilizing secure encryption.

5. Logins and Network Credentials:

a. Users shall only use accounts assigned to them and shall not attempt to log into accounts or systems for which they do not have authorized access. b. Users Shall Not allow Others To Use Their Accounts.

6. The School Network:

1. No use of the School's systems or technology resources shall serve to disrupt the use of

the network by others. Hardware and/or software shall not be destroyed or abused in any way. Modifications to system configurations should not be made without written authorization from the Technology Lead.

2. Plugging in any wireless access points or other devices into the network unless approved and authorized by the Principal is prohibited.

3. Using personal or non-School computers or printers on the network without written authorization from the Technology Lead is prohibited. All computers connected to the network must have virus protection software meeting school standards.

7. Downloading Of Files and Software From The Internet, flash drives, CDs, or DVDs:

o The unauthorized installation of any software, including shareware and freeware, for use

on RIC School computers is prohibited. Contact the Technology Lead in advance for

authorization.

o Use of the network or personal electronic devices to intentionally access or

process files dangerous to the integrity of the local area network is prohibited.

o The School network may not be used for downloading entertainment software, music,

videos or other files not related to the mission and objectives of the School. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software, and all other forms of software and files not directly related to the instructional and administrative purposes of the School.

8. Copyright Laws: Downloading, copying, otherwise duplicating, and/or redistributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except when duplication

and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of the United States Copyright Law.

Statement Acknowledging Requirement to Report Suspected Child Abuse

Section 11166 of the California Penal Code requires any child care custodian, medical 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 who he or she knows or reasonably suspects has been the victim of child abuse, to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child Care Custodian" includes teachers, licensed day care workers, administrators of community care facilities licensed to care for children, foster parents, and group home personnel.

As a prospective employee of this facility, your employment position falls within the definition of "child

e, you are mandated

PLEASE SIGN AND RETURN THE FOLLOWING TO THE SCHOOL HEAD OR THE BOARD CHAIR WITHIN ONE WEEK OF RECEIPT.

ca
stated above.

to comply with the chi

ld abuse reporting

requirements as

re custodian". Therefore

I have received, read, understand, and will abide by the RIC At-Will agreement Employee Name:

(please print) (First Name) (Last Name)

Address: Phone: Signature: Date:

I have read, understand, and will abide by the Technology agreement Employee Name:

(please print) (First Name) (Last Name) Signature: Date:

I have read, understand, and will abide by the requirement to report suspected child abuse. Employee Name:

(please print) (First Name) (Last Name)

Signature: Date:

I have read, understand, and will abide by the sexual harassment policy. Employee Name:

(please print) (First Name) (Last Name) Signature: Date:

Roses In Concrete Community School

Principal Evaluation Tool: Progress Toward Achieving Goals for School Administration

Evaluator provides rating of site administrator progress toward goal(s) attained within each standard. Mark this category as:

1 – Unsatisfactory / 2 – Emerging/Needs Improvement / 3 – Proficient / 4 – Exemplary

Final ratings to be completed by evaluator during summary evaluation. ←

RATINGS

<i>California Professional Standards for Educational Leaders</i>	1	2	3	4
<ul style="list-style-type: none"> Standard 1: A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision that is shared and supported by the school community. 				
<ul style="list-style-type: none"> Standard 2: A school administrator is an educational leader who promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional growth. 				
<ul style="list-style-type: none"> Standard 3: A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. 				
<ul style="list-style-type: none"> Standard 4: A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources. 				
<ul style="list-style-type: none"> Standard 5: A school administrator is an educational leader who promotes the success of all students by modeling a personal code of ethics and developing professional leadership capacity. 				
<ul style="list-style-type: none"> Standard 6: A school administrator is an educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context. 				
<ul style="list-style-type: none"> Standard 7: Additional Objectives 				

→ Choose at least one Administrator CP Standard listed above (Please check [✓] all that apply)

Establish/Determine one *Student Learning Goal* and one *Professional Practice Goal* related to the *California Professional Standards for Educational Leaders*:

Student Learning Goal:

Commendations/Areas of Growth:

Professional Practice Goal:

Commendations/ Areas of Growth:

Additional Agreed Upon Goals Related to the *California Professional Standards for Educational Leaders* (if applicable):

Standard 1: A school administrator is an educational leader who promotes the success of all students by facilitating the *development, articulation, implementation, and stewardship of a vision* that is shared and supported by the school community:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 2: A school administrator is an educational leader who promotes the success of all students by *advocating, nurturing and sustaining a school culture and instructional program* conducive to student learning and staff professional growth:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 3: A school administrator is an educational leader who promotes the success of all students by ensuring *management of the organization, operations, and resources* for a safe, efficient, and effective learning environment:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 4: A school administrator is an educational leader who promotes the success of all students by *collaborating with families and community members, responding to diverse community interests and needs*, and mobilizing community resources:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 5: A school administrator is an educational leader who promotes the success of all students by *modeling a personal code of ethics and developing professional leadership capacity*:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 6: A school administrator is an educational leader who promotes the success of all students by *understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context*:

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Standard 7: *Additional Goal(s)*: Social/Emotional

Comments/Commendations/Recommendations/Areas of Growth:

Administrator Self-Assessment

Impact on Student Learning (Check one):

This section to be completed by evaluator during summary evaluation. ←

Low

•

Moderate

•

High

•

Assessment of Impact on Student Learning

Evidence and Analysis: *This section to be completed by evaluator during summary evaluation. ←*

Additional Comments/Feedback:

Rating: *This section to be completed by evaluator during summary evaluation. ←*

☐ **Exemplary**

☐ **Emerging/Needs Improvement/Emerging**

☐ **Proficient**

☐ **Unsatisfactory**

Administrator Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

DRAFT

Roses in Concrete Teacher Evaluation Tool

Planning Conference Form: Progress Toward Achieving Goals for Teachers

Teacher Name:

Evaluator:

Status:

Evaluator provides rating of Teacher progress toward goal(s) attained within each standard. Mark this category as:

1 – Unsatisfactory / 2 – Needs Improvement / 3 – Emerging / 4 – Proficient / 5 – Exemplary

To be completed by Evaluator during Final/Summary Evaluation. → RATINGS

CSTP Standards/Evaluation Criteria	1	2	3	4	5
• Standard 1: Engaging and Supporting all students in learning					
• Standard 2: Creating and Maintaining Effective Environments for Student Learning					
• Standard 3: Understanding and Organizing Subject Matter for Student Learning					
• Standard 4: Planning Instruction and Designing Learning Experiences for All Students					
• Standard 5: Assessing Students for Learning					
• Standard 6: Developing as a Professional Educator					
• Standard 7: Additional Objectives					

→ Choose at least one CSTP Standard listed above (Please check [✓] all that apply)

→ Level 1 Teachers use BTSA/Induction goal(s) if applicable

Student Learning Goal:

Commendations/Areas of Growth:

Professional Practice Goal:

Commendations/Areas of Growth:

Specific Area of Focus: Focus must be tied to CSTP Standard(s) as listed above.

Action Plan: Describe your plan step by step

I have read and received a copy of this document. Signature does not necessarily signify agreement and does not preclude further steps within school policy, including the right to have a written reply attached to this document.

→ The portion below this line does not need to be completed during Planning Conference.

Impact on Student Learning (<i>Check one</i>): <u>Unit member</u> to complete as part of final/summary evaluation.	Low •	Moderate •	High •
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Assessment of Impact on Student Learning

Evidence and Analysis: Unit member to complete as part of final self-assessment.

Final Assessment/Results of Plan: Unit member to complete as part of final self-assessment.

Administrator Feedback on the Plan: Evaluator

Evaluator to complete as part of final/summary evaluation.

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> Exemplary | <input type="checkbox"/> Needs Improvement |
| <input type="checkbox"/> Proficient | <input type="checkbox"/> Unsatisfactory |
| <input type="checkbox"/> Emerging | <input type="checkbox"/> Incomplete Evaluation – Place back on cycle |

Teacher Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

INFORMAL AND FORMAL COMMUNITY COMPLAINT RESOLUTION PROCEDURES

It is the intent of ROSES IN CONCRETE ("School") to integrate conflict resolution skills into the curriculum and parent education activities. In accordance therewith, community members that have complaints against the school or school personnel are encouraged to first address the issue with the person directly using the learned conflict resolution skills.

Informal: Conflict Resolution

When a school community member (student, teacher, parent, volunteer, tutor, etc.) has a concern or complaint the School encourages the use of the Conflict Resolution Guidelines outlined below. Using these guidelines is a way to resolve conflict peacefully, in a way that can be mutually agreeable to the parties involved. If, however, a student does not feel comfortable with this approach or the complaint involves sexual harassment or discrimination, the student may notify a teacher or other school staff member. The teacher or staff member will notify the Principal of the complaint if it cannot be resolved at that level.

In some instances, it may be possible for school community members to engage in this process at the time the conflict arises. In other situations, an agreed upon time for resolving the conflict will need to be scheduled. Some conflicts will be able to be resolved without a mediator, and in others, a mediator may be necessary. When conflicts are unsuccessfully resolved using the Conflict Resolution Guidelines, the conflict should be referred to the nearest adult with authority at the school, or in the case of an adult conflict, to the Principal. We aim for the Conflict Resolution Guidelines to be used to resolve the following types of conflicts (not an exhaustive list):

- Student to Student
- Student to Staff/Teacher/Director/Tutor/Volunteer
- Student to Family Member
- Family Member to Staff/Teacher/Director/Tutor/Volunteer
- Staff Member to Staff Member
- Family Member to Family Member

After a conflict happens, members of the community should use the following guidelines to resolve the conflict. Guidelines will be given to parents yearly in writing and students will be taught the guidelines and encouraged to practice them as conflicts arise at school.

Steps to Take Before Resolving the Conflict

- Before resolving a conflict, we ask students or others involved to undertake the following steps:
 1. Take time to self reflect
 2. Decide if you need a mediator (Principal, teacher, another student, etc)
 3. Make a request to talk
 4. Communicate respectfully:
 - Share feelings and needs using "I" Statements
 - Listen with Compassion and Empathy
 - Make a request

Formal Complaint and Resolution Procedures:

Most complaints can be resolved through the Conflict Resolution Procedure or by informal discussions between the complainant and the employee or the Principal. This formal complaint process is reserved for complaints which are not resolved after the informal process has been attempted and must be filed no later than 30 days after the incident. If the incident occurs at the end of the school year, the formal complaint must be filed by June 30 of the current year. For extenuating circumstances, the deadline may be extended. Even when this formal complaint procedure is initiated, efforts may occur at any point to accomplish satisfactory informal resolution.

Steps for processing and resolving complaints against employees, policies, practices and procedures of Roses in Concrete Community School:

1. A person lodging a complaint against a School employee or employee practices should meet with the Head of School to discuss the problem in an attempt to reach a solution only after attempting informal resolution through the Conflict Resolution Process.
2. Any person who is dissatisfied with the results of such a meeting may wish to complete a Roses in Concrete Community Complaint Form, which may be obtained at the office during normal business hours.
3. Send the form to: Roses in Concrete Community School, % Executive Director, 4551 Steele Street, Oakland, CA 94619
4. A copy of the complaint form will be provided to the School employee against whom the charge is made with a request that the employee respond in writing to the Executive Director within 10 working days of receipt of the complaint. The employee shall cooperate in resolving the complaint.
5. If the complaint is not resolved, the Executive Director will review the complaint and related material, interview parties, and submit findings and recommendations.
6. The Executive Director will notify the person filing the complaint and employee in writing of the final determination. A final decision will be issued in a timely manner, not to exceed 30 days after the filing of the formal complaint.
7. If the person filing the complaint is not satisfied with the results, an appeal may be made to the School's Board. The appeal must contain the original complaint, the Executive Director's decision, and a brief written statement describing why you are appealing the decision to the Board.
8. If the Executive Director is the subject of the complaint, the written complaint may be filed directly with the Board of Directors Governance Committee Chair or submitted in the school office to be given to the Governance Committee Chair. This appeal should be submitted no more than two weeks after receipt of the written response from the Executive Director that you wish to appeal.
9. When a complaint or appeal is made to the Board, the Board of Directors (or a Committee appointed by the Board) will consider the complaint. It may undertake further investigation, and may interview the complainant or other persons. The Board usually will complete its consideration within 60 working days of receipt of the appeal. The Board will then provide a written decision.

If the person filing the complaint is not satisfied with the results of an appeal to the School's Board, a formal complaint may be made to the OUSD Office of Charter Schools following the procedures available here: <http://www.ousdcharters.net/complaints.html>

June 5, 2019 draft of Rosas Unidas/Roses in Concrete CBA for review by both parties.

June 5, 2019 draft of Rosas Unidas/Roses in Concrete CBA for review by both parties.

# of new classroom teacher hires	10	7	9	4	5
# of classroom teachers retained from prior year	N/A	5	6	12	6
# of classroom teachers that left their position prior to the end of the school year (e.g. resigned, quit, terminated)	1	0	2	4	0
# of currently vacant classroom teaching positions (FTEs)					0

Teacher Ethnicity (for Year 5 of current charter term)

Total # of classroom teachers	11
# Asian	1
# Black or African American	4
# Hispanic or Latino	4
# White	0
# Other Ethnicity or Missing	2