

Alder Grove Charter School Continuing Charter School Petition

Submitted to Eureka City Schools November 7, 2025

For the Charter Term July 1, 2026 to June 30, 2031

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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Tim Warner, hereby certify that the information submitted in this petition for renewal of a California public continuing charter school named Alder Grove Charter School ¹(“AGCS” and the “Charter School”), to be operated by Alder Grove Charter School (“AGCS”), a California nonprofit public benefit corporation, and to be authorized by Eureka City Schools (“ECS” or the “District”) is true to the best of my knowledge and belief; and further, I understand that if awarded a charter, 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(d)(1)]
- Alder Grove Charter School declares that it shall be deemed the exclusive public school employer of the employees of Alder Grove Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, 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(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(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(e)(2)(C). [Ref. Education Code Section 47605(e)(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

¹ Through this petition, Alder Grove Charter School-2 or AGCS-2 is changing its name to Alder Grove Charter School. Upon approval of this charter petition, AGCS shall notify the California Department of Education, the Humboldt County Office of Education, and all other relevant entities of its name change. All references herein to Alder Grove Charter School are intended to include the Charter School’s historical name, Alder Grove Charter School-2. The historical data shown for AGCS-2 can be found online under the previous name of Alder Grove Charter School-2.

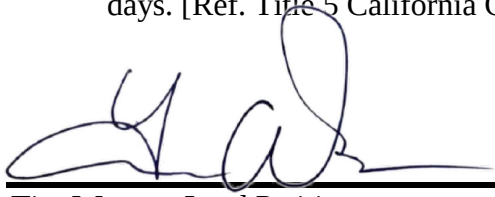
of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]

- 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 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”) and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).
- 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 the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district.[Ref. Education Code Section 47605(l)(1)]
- 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(e)(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 adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student’s records or requiring a parent, guardian, or student to submit the student’s records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer

to another school for any reason; and (D) providing a copy of the California Department of Education (“CDE”) notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- 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, legal guardians, and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]
- 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 California Public Records Act, Government Code Section 7920.000, *et seq.* (“CPRA”).
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 (“Section 1090”)
- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* (“PRA”)
- The Charter School shall comply with Education Code Section 5174, *et seq.*, related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

A handwritten signature in blue ink, appearing to read 'Tim Warner', is written over a horizontal line.

Tim Warner, Lead Petitioner

11/10/2025

Date

Introduction

Alder Grove Charter School was first authorized in 2006 by South Bay Union Elementary School District as an independent study charter school that provided a voluntary public educational choice for families of students who chose to educate their children in the home environment. AGCS supported and celebrated individual differences and the uniqueness of each child. The AGCS mission was to provide students with personalized learning and to support parental choice in education. Over the years, the Charter School has adjusted the mission statement to align better with how it serves its students. AGCS's commitment is to deliver personalized learning through strong family, educator, and community partnerships that empower students to achieve academic excellence and foster active citizenship.

Alder Grove Charter School admitted students in grades kindergarten through twelfth grade (K- 12) who resided in Humboldt County or adjacent counties. Independent study was offered to meet the unique personal and educational needs of those families who seek an established alternative instructional strategy. The student, parent/guardian, and a supervising credentialed teacher contracted as a team to facilitate this process.

In compliance with the Court of Appeal's decision in *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, Alder Grove Charter School submitted a new charter petition in 2018 petition as AGCS – 2 to South Bay Union Elementary School District, to operate a new independent study charter school. The Charter School was authorized by and has been operating under the oversight of South Bay Union Elementary School District for the past 7 years. However, AGCS operates its resource center within the geographic boundaries of ECS. The purpose of this petition is to allow Alder Grove Charter School to continue operating its successful program, now as a continuing charter school, authorized by ECS.

Education Code Section 47612.7(a) prohibits the approval of a petition for the establishment of a new nonclassroom-based charter school. However, Education Code Section 47612.7(b) states that the prohibition shall not apply to a charter school granted approval of its petition and opened before October 1, 2019, under several circumstances. One circumstance, listed in Education Code Section 47612.7(b)(1), is if a charter school is required to submit a petition to the governing board of a school district in which its existing resource center is located in order to comply with Section 47605.1 as amended by Assembly Bill 1507, or to retain current program offerings or enrollment. (Indeed, such a school is not an establishment charter school at all, but a *continuing* charter school.)

Thus, this proposed charter is legally permissible and can be approved by Eureka City Schools, because it meets the exception listed in Education Code Section 47612(b)(1). The program offering and enrollment at Alder Grove Charter School can be one of the keys to success for the District. Approving the AGCS charter is legal and provides advantages for students within the District.

As the currently operating AGCS – 2 will become AGCS, operated by the same nonprofit and with the same leadership at the staff level, it is important to detail for ECS the history and accomplishments of this program, as a reliable indicator of future success for Eureka City Schools to consider. The Charter School has been showing significant progress across academic indicators, reflecting its commitment to student achievement. As documentation of past success, the Charter School has provided student performance data as measured by the California School Dashboard (“Dashboard”) and through verifiable data.

AGCS Dashboard State and Local Indicators (2024)

The following chart reflects the Charter School’s 2024 Dashboard performance indicators and distance from the standard (“DFS”), as compared to the District and the State.

	AGCS	District	State
Chronic Absenteeism	0.3%	28.8%	18.6%
Suspension Rate	0%	7.4%	3.2%
English Learner Progress	n/a*	53.4%	45.7%
Graduation Rate	91.1%	88.3%	86.7%
College/Career Indicator (“CCI”)	48.9%	39.8%	45.3%
ELA	-17 below standard	-38.5 below standard	-13.2
Math	-60.7 below standard	-76.5 below standard	-47.6

*fewer than 11 students – data not displayed for privacy

The Charter School outperformed the District and the State in Chronic Absenteeism and Suspension Rate. While the Charter School was in a lower performance category than the District and State in CCI, a higher percentage of students are prepared for college and career at AGCS, than both the District and the State. Additionally, the Charter School outperformed the District and the State’s graduation rates. The Charter School was in the same performance category as the District in ELA and Math but its DFS was better than the District’s.

Chronic Absenteeism

	2022	2023	2024
AGCS	0% “Very Low”	0.6%	0.3%
District	34.3% “Very High”	34.1%	28.8%
State	30% “Very High”	24.3%	18.6%

AGCS’s chronic absenteeism rate was significantly lower than both the State and the District over the past three years. While AGCS saw a slight increase in absenteeism in 2023, the Charter School saw a decline the following year.

Students at the Charter School receive personalized learning plans with numerous supports to accomplish learning objectives and meet State Standards. As an independent study school, attendance is based on daily engagement and the time value of work completed. Students who show signs of struggle in the independent study model participate in the Attendance and Academic Intervention Meeting (“AAIM”) process, a collaborative set of meetings organized to design solutions for barriers of learning and growth. Additionally, AGCS provides tutoring, Learning Labs, Pathway Advisement and Career Exploration (“PACE”) Coaches, weekly teacher meetings, and parent/guardian guidance that contribute to the success of students’ learning and work completion which is reflected in their

attendance.

Suspension Rate

	2022	2023	2024
AGCS	0% “Very Low”	0%	0%
District	6.9% “High”	8.2%	7.4%
State	3.1% “Medium”	3.5%	3.2%

AGCS has maintained a suspension rate of 0% over the past three school years, outperforming both the State and the District.

Because AGCS is an independent study charter school, students have the option to access the resource center, but are not required to do so. The majority of AGCS students do not choose to access the resource center, so class sizes are small and any student behavior issues are more manageable. AGCS always strives to work to support positive behaviors and offer non-suspension options for behavior intervention.

Graduation Rate

	2022	2023	2024
AGCS	97.9% “Very High”	96.1%	91.1%
District	95.8% “Very High”	87.5%	88.3%
State	87.4% “Medium”	86.4%	86.7%

The Charter School has maintained a high graduation rate, outperforming the State and District over the past three years. While AGCS’s graduation rate dipped slightly over the past two years, AGCS is proud of the continuous progress being made.

The Charter School graduation rate in 2024 dipped slightly due to four students who did not complete their graduation requirements during their cohort years. After exhausting all efforts to support the students in meeting their high school graduation requirements, the students left the Charter School and did not enroll in another school. This resulted in them being counted as drop-outs and negatively affecting the graduation rate. Since the Charter School’s annual graduation classes are typically forty (40) students or fewer, every missing graduate makes a dramatic difference. To further support students and help mitigate these circumstances, the Charter School implemented a PACE Coach support program. Every high school student receives personalized support through tailored guidance for academic and future planning, effective goal setting and career strategies, exploration of interests and post-secondary options, connection to vital Charter School and community resources, and development of essential skills for academic and life success.

AGCS English Language Arts Performance

Demographic	2022	2023	2024
AGCS	-23.8 “Low”	-20.4	-17
Students with Disabilities	-66.1 “Low”	-62.4	-55.4
White	-19.6 “Low”	-18.9	-18.7
Socioeconomically Disadvantaged (“SED”)	-34.2 “Low”	-21.7	-24.1
District	-42.6 “Low”	-45.1	-38.5
State	-12.2 “Low”	-13.6	-13.2

AGCS has demonstrated consistently strong English Language Arts (“ELA”) California Assessment of Student Performance and Progress (“CAASPP”) scores as evidenced by the DFS in the table above. The Charter School has continued to improve CAASPP scores across the board. While the SED DFS slightly increased in 2024, the Charter School has been working on increasing student performance in ELA by promoting standards-aligned curriculum that is also effective for independent study students. AGCS has also expanded support for struggling students by increasing quality 1:1 tutoring options, adding an early intervention reading program, adding online ELA intervention options, and offering CAASPP preparation courses. While the State’s DFS scores are better than the Charter School’s, AGCS is confident that the continuous improvement seen over the past three years will continue.

AGCS Math Performance

Demographic	2022	2023	2024
AGCS	-70.7 “Low”	-85.4	-60.7
Students with Disabilities	-129.3 “Low”	-136.5	-108.5
White	-68.8 “Low”	-77.2	-60.2
Socioeconomically Disadvantaged	-85.1 “Low”	-88.4	-64.7
District	-83 “Low”	-81.6	-76.5
State	-51.7 “Low”	-49.1	-47.6

While the Charter School saw a decrease in performance from 2022 to 2023, the Charter School showed a dramatic increase in 2024 when the DFS improved by more than 25 points from the year previously. The Charter School has seen an increase in student performance in Math by promoting

standards aligned curriculum for independent study students. AGCS has also expanded support for struggling students by increasing quality 1:1 tutoring options, adding more in-person math classes at our resource center, adding online math intervention options, and offering CAASPP preparation courses.

Local Indicators

The following chart reflects the Charter School’s 2024 Dashboard Local Indicators as compared to the District.

Indicator	AGCS	District
Basics: Teachers, Instructional Materials, Facilities	Standard Met	Standard Met
Implementation of Academic Standards	Standard Met	Standard Met
Parent and Family Engagement	Standard Met	Standard Met
Local Climate Survey	Standard Met	Standard Met
Access to a Broad Course of Study	Standard Met	Standard Met

Verified Data

The law also gives middle-performing charter schools the opportunity to provide data showing measurable increases in academic achievement, via verified data:

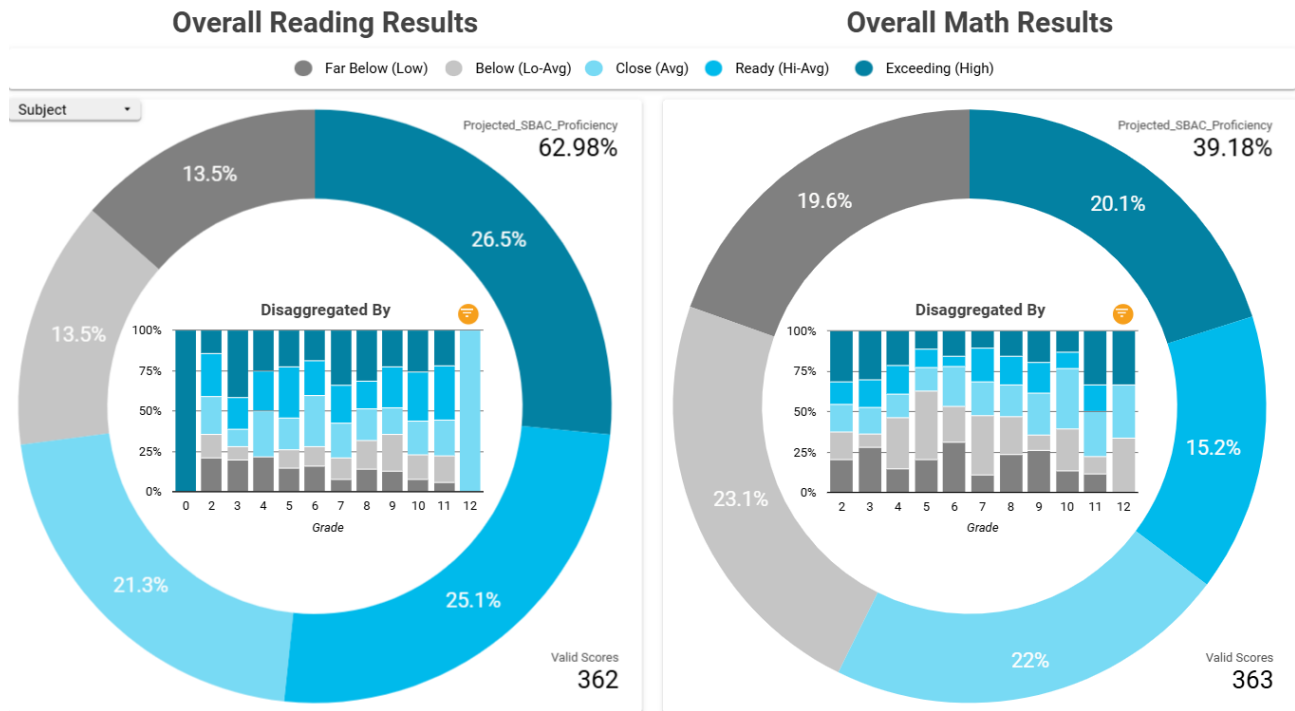
In addition to state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:

- (A) The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.
- (B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates, equal to similar peers.

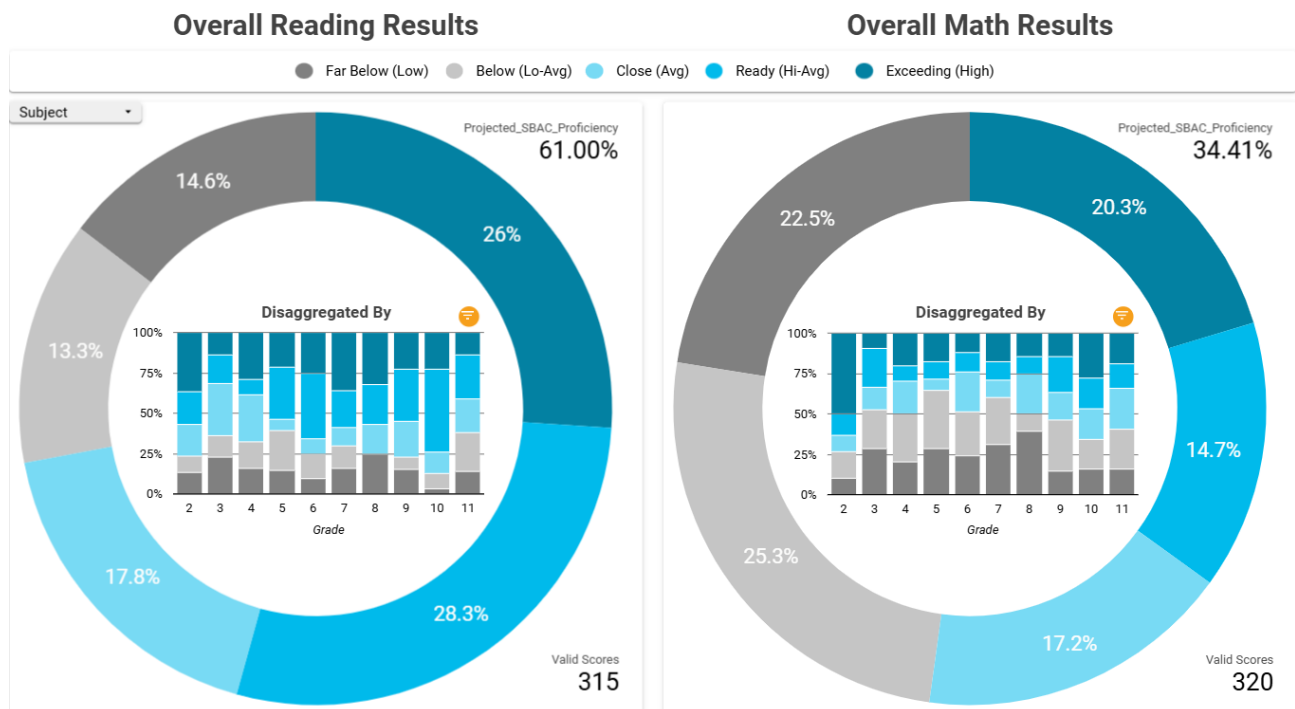
“Verified data” is defined in statute as “data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produces.” (Education Code Section 47607.2(c)(1).) In November 2020, the California State Board of Education approved the criteria to define “verified data” and the list of valid and reliable assessments and measures of postsecondary outcomes as required by Education Code Section 47607.2, and supplemented the list in May 2023. While again, this is not a renewal charter, AGCS’s verified data results are presented next, for ECS’s consideration of past performance.

The Charter School uses the Northwest Evaluation Association Measures of Academic Progress (“NWEA MAP”). According to PARSEC, "NWEA's MAP Growth assessments are aligned to the Common Core State Standards. Results from these assessments provide teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level."

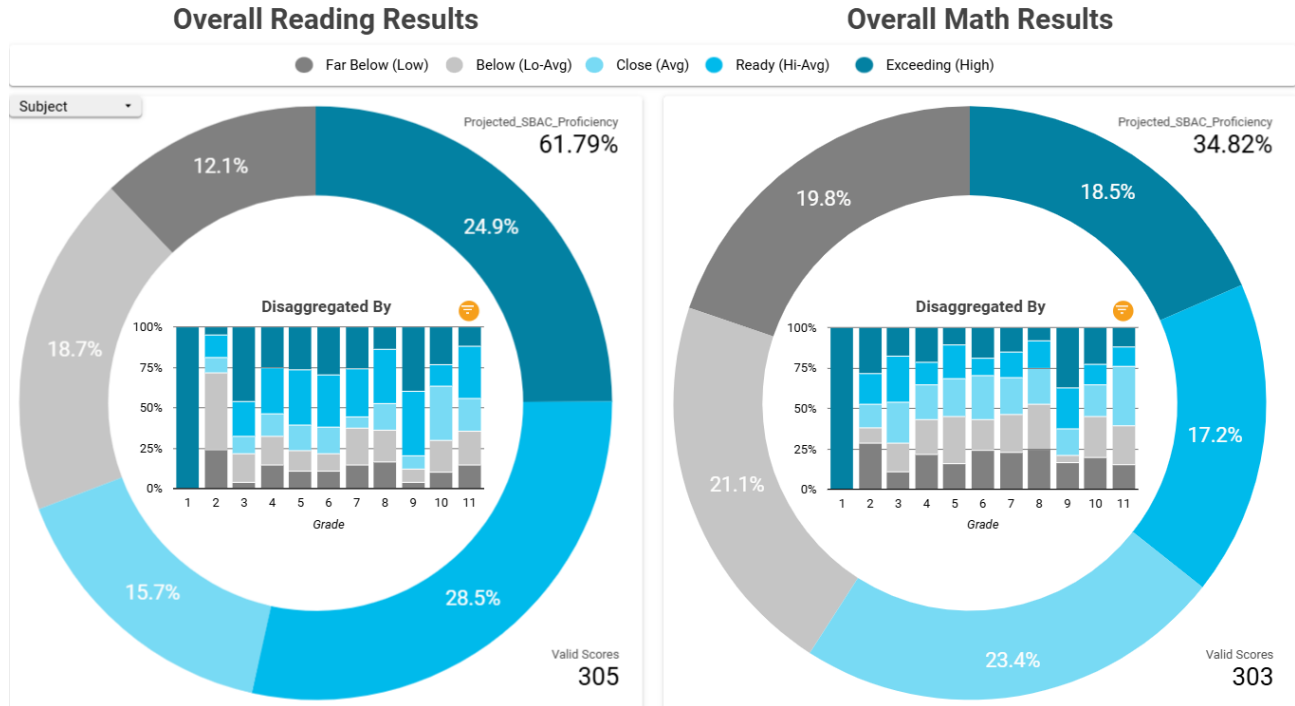
2024-25 Results



2023-24 Results



2022-23 Results



As evidenced above, schoolwide assessment data shows significant improvement in Reading and Math results in 2024-25 from the previous two years. We attribute this to expanded academic support programs such as tutoring, online programs, and test preparation, as well as focus on each student's personal academic growth.

The Charter School is working to increase tracking of postsecondary outcomes such as college enrollment, persistence, and completion rates. According to DataQuest, there has been improvement in college attendance up to 2022-23, the last year of available data:

2022-23:

Name	High School Completers	High School Completers Enrolled In College	College-Going Rate	Enrolled In College (In-State)	Enrolled In College (Out-of-State)	No Record of College Enrollment
Alder Grove Charter School 2	51	16	31.4%	29.4%	2.0%	68.6%
South Bay Union Elementary	51	16	31.4%	29.4%	2.0%	68.6%
Humboldt	1,306	727	55.7%	49.5%	6.1%	44.3%
State	442,474	290,577	65.7%	59.0%	6.6%	34.3%

2021-22:

Name	High School Completers	High School Completers Enrolled In College	College-Going Rate	Enrolled In College (In-State)	Enrolled In College (Out-of-State)	No Record of College Enrollment
Alder Grove Charter School 2	42	12	28.6%	28.6%	0.0%	71.4%
South Bay Union Elementary	42	12	28.6%	28.6%	0.0%	71.4%
Humboldt	1,303	652	50.0%	45.0%	5.1%	50.0%
State	456,167	282,972	62.0%	55.0%	7.0%	38.0%

2020-21:

Name	High School Completers	High School Completers Enrolled In College	College-Going Rate	Enrolled In College (In-State)	Enrolled In College (Out-of-State)	No Record of College Enrollment
Alder Grove Charter School 2	39	9	23.1%	23.1%	0.0%	76.9%
South Bay Union Elementary	39	9	23.1%	23.1%	0.0%	76.9%
Humboldt	1,238	626	50.6%	44.4%	6.1%	49.4%
State	435,202	270,876	62.2%	54.6%	7.6%	37.8%

What these charts do not show is recent effort to enroll and support students in dual and concurrent enrollment classes in college, volunteering/work experience opportunities, and CTE classes. Currently, out of 171 high school students, the Charter School has 42 students in dual enrollment classes, 50 students concurrently enrolled at College of the Redwoods or Cal Poly Humboldt, 10 enrolled in CR Work Experience, and 78 students enrolled in CTE courses. The Charter School has collaborated closely with Humboldt County Office of Education, The Jefferson Project, and the Ink People to bring expanded CTE programs to its students. Alder Grove continues to expand its CTE program and offers pathways in Plant and Soil Science, Design, Visual, and Media Arts, Game Design and Integration, Residential and Commercial Construction, Food Service and Hospitality, Patient Care, and Games and Simulations.

* * *

AGCS-2 met the legal requirement for renewal as a middle-performing charter school. We anticipate that that fact will give the District the assurance it needs to authorize AGCS as a continuing charter school.

Element 1. Educational Program

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(c)(5)(A)(i).

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

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

Vision and Mission

We believe individual differences and the uniqueness of each child are to be supported and celebrated. Our mission is to deliver personalized learning through strong family, educator, and community partnerships that empower students to achieve academic excellence and foster active citizenship.

Educational Program

Alder Grove Charter School will enable students to become competent, productive, literate, self-motivated, lifelong learners by providing students and the student’s parents/guardians the opportunity to design a customized curriculum that is relevant, takes learning styles into consideration, embraces the students’ interests and addresses the Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), History-Social Science Framework, English Language Development (“ELD”) Standards, and the remaining State Content Standards (collectively referred to herein as “State Standards.”) This approach is known as Personalized or Flex-Based Learning. AGCS will support and encourage parents/guardians to be the best teachers for their children by offering trainings, resources, and teacher guidance. The Charter School will provide unique enrichment opportunities and diverse resources, including technology, to students so they may develop their academic potential and discover and pursue their unique interests, talents, and passions in life.

The personalized learning model is an educational approach that recognizes that every student is an individual, with a distinct learning style, learning pace, learning path, and learning aspiration. Research confirms that children look to their parent/guardians as their primary role models for learning. Parent/guardians, in turn, are ultimately responsible for guiding their child’s learning and education. This model recognizes the value of parent/guardian involvement and participation in their children’s education and learning process, and the value of ongoing teacher development training.

The Charter School's academic program supports a collaborative relationship between parent/guardian, student, teacher, and school in creating an optimal learning process. AGCS will support a variety of learning choices and opportunities, both within and beyond the classroom, to address each student's individual learning needs and to optimize each student's learning potential.

AGCS will also aid in credit retrieval and graduation for motivated high school students who have not been successful in traditional education settings. Those students will meet more frequently with their assigned credentialed teacher for additional support as they work towards graduation. It is our goal to facilitate the learning necessary for high school graduation for all of our students by offering a personalized, relevant curriculum that supports those goals.

AGCS's program will include encouraging the use of different and innovative teaching methods and educational philosophies, developing varied forms of assessment, providing ongoing professional development for teachers and offering parent/guardian trainings. Alder Grove Charter School will hire qualified credentialed teachers and support staff who possess a love for children and a passion for individualized learning. AGCS will forge partnerships with parents/guardians, community organizations, and other educational institutions, including the District. Alder Grove Charter School will annually adopt a school calendar meeting all state requirements for instructional days. The number of instructional minutes for students enrolled in Alder Grove Charter School will meet or exceed those set forth in Education Code Section 47612.5(a)(1).

Target Student Population

Alder Grove Charter School is a personalized learning public charter school serving students in grades transitional-kindergarten ("TK")-12 throughout Humboldt County and adjacent counties. Humboldt County is a densely forested, mountainous and rural county in the northwest corner of California. The county contains over forty percent of all remaining old growth Coast Redwood forests, the vast majority of which is protected or strictly conserved within dozens of national, state, and local forests and parks, totaling approximately 680,000 acres. The unemployment rate for the county in August 2024 was 4.8%² and the median income was \$61,135 (2019-2023). 16.7% percent of the population lives below the poverty level.³

The county is comprised of 133,985 people (2023) and covers an area of 3,568 square miles.⁴

The school site is centrally located in the county seat of Eureka. Eureka is located on the coast about 100 miles south of the Oregon border and 270 miles north of San Francisco.

The original Alder Grove Charter School opened in the fall of 2006 with approximately 137 students and has had continuous growth since. Enrollment at the start of the 2014-15 school year was 312, the 2015-16 school year began with 350, and the school year 2016-17 began with 410. The table below shows the Charter School's enrollment since the last petition submission in 2018. The Charter School's enrollment is largely reflective of staffing and demand. During years like 2018-19, 2020-21,

²<https://labormarketinfo.edd.ca.gov/cgi/databrowsing/localAreaProfileQSResults.asp?selectedarea=Humboldt+County&selectedindex=12&menuChoice=localareapro&state=true&geogArea=0604000023&countyName=&submit1=View+Local+Area+Profile>

³ <https://www.census.gov/quickfacts/fact/table/humboldtcountycalifornia#>

⁴ <https://data.census.gov/profile?q=Humboldt%20County,%20California%20Lumbee>

and 2024-25, enrollment shows the success of having a full, well-trained teaching staff and the classified staffing to support higher enrollment numbers. AGCS has maintained an active waitlist since 2015.

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Enrollment	477	449	472	457	429	438	476

As of the 2023-24 school year, about 71% of current Alder Grove Charter School-2's students qualified for free or reduced price meals. AGCS seeks to serve a similar student population.

AGCS seeks to educate students who are independent learners, and students who consider their future while receiving an education. Our focus is educating students for a career, or for college- readiness.

An Educated Person in the 21st Century

Alder Grove Charter School identifies an educated person in the 21st Century as a person who has achieved an optimum level of understanding of their own special talents and interests. This person has a level of literacy, communication skills and understanding that allows interaction with the world in a productive, positive manner. This person knows how to think and solve problems, understands and appreciates the diversity in our world and has a vision for life that includes the ability to be a lifelong learner. This person has mastered basic academic skills to the best of their ability.

This person is literate and has the following qualities:

- The ability to solve mathematical problems.
- The ability to think critically and determine the reliability of information.
- An overview of the history of humanity in all its diversity.
- An understanding of the United States political process.
- A scientific understanding of the world.
- An awareness of technology in the modern world.
- An appreciation for fine arts.

How Learning Best Occurs

We believe that learning best occurs when:

- Each student has their own personalized learning plan.
- Children feel safe, cared about, and respected.
- Children are encouraged to be themselves and to explore their individual talents to the fullest extent possible.
- Parents/guardians play an essential role in their children's education.
- Learning styles are taken into account.

- Students receive individualized instruction.
- Real life context based learning is emphasized.
- Students are offered relevant, challenging, and comprehensive curricula that allow them to pursue their interests.
- Enrichment is available through field trips, apprenticeships, community enrichment classes offered by local community partners (for example, martial arts, cooking, and art/music), community service and appropriate uses of technology.
- Academics are viewed as one aspect of education.
- The entire world serves as the Charter School's campus.

Independent Study Educational Program

Alder Grove Charter School will comply with all independent study laws as set forth in Education Code Sections 47612.5 and 51744, *et seq.* Students and parents/guardians will receive support from credentialed teachers, in addition to opportunities for tutoring, small classes, field trips, enrichment activities, such as music and drama, and technology. Educational materials will be checked out to parents/guardians and students and tracked through a library lending system.

Parents or guardians and their children will work with a California credentialed teacher to determine educational goals and objectives, and to create their personalized curriculum using the results of school-devised and other assessments, results of state mandated tests including the CAASPP, school records, and the students' interests as a guide. Parents or guardians will work with the credentialed teacher to determine the degree to which the credentialed teacher will be involved. This involvement may vary from advisory and assessment capacity to one of almost complete administration of the student learning process. The credentialed teacher will meet with the student(s) and parent/guardian(s) on a regular basis at least once every 10 school days. Additional meetings with the credentialed teacher may be required if the student is not making adequate academic progress. The written independent study agreement is a contract between the parent/guardian and the Charter School stipulating the distribution between the parent/guardian and the credentialed teacher of the following responsibilities:

- Giving assignments and instruction
- Selecting curriculum

The credentialed teacher is responsible for providing educational guidance and assistance requested by the parent/guardian. The credentialed teacher is the primary support person and the liaison between the parent/guardian and the Charter School.

The credentialed teacher will:

- Be responsible for the written agreement for independent study.
- Provide educational resources to each student.

- Assess the student's work, either orally or in written form.
- Assess the student's level of education, modify the curriculum as necessary and administer state mandated tests as required.
- Connect a student with academic support when needed.
- Document student learning and attendance.
- Maintain records of credits for each subject earned by all high school students, based on work successfully completed.
- Provide information to parents/guardians and students regarding the graduation requirements of Alder Grove Charter School.

Parents/guardians who enroll their children in the Charter School accept responsibility for their children's education. The parents/guardians become the primary facilitators in their children's learning program.

Parents/guardians will:

- Be committed to understand and use the independent study strategy appropriately.
- Transport student to all required statewide and schoolwide testing.
- Transport student to all specialized academic services as required by an IEP.
- Facilitate student's personalized learning program by checking for work completion and accuracy of work completed.
- Take steps to ensure the timely submission to the credentialed teacher of all student work, completed assignments, and accurate records necessary for the assessment of student progress and attendance accounting as specified in the written agreement.
- Attend regularly scheduled meetings with the credentialed teacher.
- Assume responsibility for supplied books, instructional materials and supplies and equipment.

Students will:

- Make regular, scheduled contact with the credentialed teacher with parent/guardian participation.
- Have all completed assignments available at meetings with student's credentialed teacher.

High School Program

The Charter School shall inform parents/guardians of the transferability of courses to other public high schools, and the eligibility of courses to meet college entrance requirements, in the student handbook, which is distributed or made available annually.

Serving Academically Low-Achieving Students

Students who have been identified as needing extra support using either CAASPP scores or our internal math, English language arts, and writing assessments are referred to the Charter School's mandatory academic support program. Students are supported through a variety of means, including math and writing labs, writing and reading support classes, one-on-one and small group help from a tutor, and online math and language arts programs.

Serving Academically High-Achieving Students

Because the Charter School offers a flexible, personalized learning program, high-achieving students can be challenged in many ways, including advanced curriculum, classes on campus and in the community, concurrent enrollment in college, and meetings with Director of Secondary Programs or designee, to plan for future educational needs of the student.

Serving English Learners

The Charter School will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents/guardians, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents/guardians.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment in a California public school (on enrollment forms).

English Language Proficiency Assessment

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

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

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

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans— K, 1, 2, 3–5, 6–8, and 9–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

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

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

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

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

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil’s teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate basic skills relative to English proficiency using the Observation Protocol for Teachers of English Learners (“OPTTEL”) form and the pupil’s curriculum mastery.

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation using the OPTEL form during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Strategies for English Learner Instruction and Intervention

The Charter School will provide EL students with support including weekly meetings with a credentialed teacher, appropriate curriculum, reading support, math and writing labs and classes, online support, and tutoring as needed.

Monitoring and Evaluation of Program Effectiveness

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

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

Serving Students with Disabilities

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504, the ADA and the IDEA.

The Charter School intends to be categorized as a public school of the District in accordance with Education Code Section 47641(b). In the event that the Charter School is not categorized as a public school of the District for purposes of special education, the Charter School shall seek to be its own local educational agency (“LEA”) and shall apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The language that follows describes the special education program at the Charter School as a public school of the District, and alternatively, as an LEA.

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

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

Section 504 of the Rehabilitation Act

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

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

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

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

for special education per the IDEA, a referral for assessment under the IDEA shall be made by the 504 team.

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

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

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

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

*The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the District. **The language that follows is not meant to unilaterally bind the District, or to preclude alternative arrangements between the District and the Charter School as agreed upon in a MOU:***

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

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

As long as the Charter School functions as a public school of the District solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), then we would anticipate that a Memorandum of Understanding (“MOU”) would be developed between the District and the Charter School which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of the Charter School.

The District shall be designated the LEA serving Charter School students. Accordingly, the Charter School shall be deemed a public school of the District pursuant to Education Code Section 47641(b) and 47646(a). The Charter School agrees to adhere to the requirements of the Local Plan for Special Education and to District policies. As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b),

in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools.

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

Staffing

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

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

Notification and Coordination

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

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement District and SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.

A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

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

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

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

Assessments

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

IEP Meetings

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

IEP Development

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

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

IEP Implementation

Pursuant to District policy and how the District operates special education at all other public schools in the District, the District shall be responsible for all school site implementation of the IEP. The Charter School shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and Charter School will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, the Charter School shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology unless directed otherwise by the District. The Charter School shall comply with any directive of the District as relates to the coordination of the Charter School and District for IEP implementation including but not limited to adequate notification of student progress and immediate notification of any considered discipline of special education students in such matters, the petitioners would notify the District of relevant circumstances and communications immediately and act according to District administrative authority.

Interim and Initial Placements of New Charter School Students

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

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the District and the Charter School shall continue, without delay, to provide services comparable to those

described in the existing approved IEP, unless the parent and the District agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

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

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

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

The Charter School and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other

agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

Due Process Hearings

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

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

SELPA Representation

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

Funding

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

Retention of Special Education Funds by the District

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

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

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

Contribution to Encroachment

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

Services for Students under the "IDEA" as an LEA pursuant to Education Code Section 47641(a) or Through a "Pass Through" Agreement with ECS

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

Upon obtaining LEA membership in a SELPA in accordance with Education Code Section 47641(a), or upon reaching a pass through agreement with the District as a public school of the District for purposes of special education, the Charter School shall be solely responsible for providing services for special education students enrolled in the Charter School. The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

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

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

Staffing

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

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education

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

Notification and Coordination

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

Identification and Referral

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

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

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

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

rights.

IEP Development

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

IEP Implementation

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

Interim and Initial Placements of New Charter School Students

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

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

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

Due Process Hearings

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

SELPA Representation

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

Funding

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

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

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

The current LCAP is on file with the District and is attached as Appendix A, which will apply to the

Charter School in its first year of operation. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific LCAP update. The Charter School shall submit the LCAP to the District annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element 2. Measurable Pupil Outcomes

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

and

Element 3. Methods of Assessment

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

The Charter School affirms that to the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

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

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

The current LCAP is on file with the District and is attached as Appendix A, which will apply to the Charter School in its first year of operation. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific LCAP update. The Charter School shall submit the LCAP to the District annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Individual Outcomes

As stated above, each student will have a custom developed education program. Progress will be monitored and documented as per the written student agreement.

School-Wide Outcomes

It is a goal of Alder Grove Charter School for pupils to demonstrate age appropriate or grade- level mastery, aligned with the state standards, in the following core areas:

- **Mathematics:** Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects aligned with the state standards.
- **Language Arts:** Students will demonstrate strong reading, writing, listening, speaking and presentation skills, with communication skills appropriate to the setting and audience. Students will demonstrate skills in multiple forms of expression, which may include including written, oral, or multi-media.
- **Science:** Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physical, earth, environmental, and life sciences.
- **Social Studies:** Students will apply critical thinking skills to understanding historical and geographical knowledge in order to increase civic engagement, become active citizens, and have the opportunity to become a candidate for the State Seal of Civic Engagement.

In addition, students will have opportunities to pursue interests and develop skills in the following non-core areas:

- **World Language:** Students will be given the opportunity to gain proficiency in speaking, reading, writing, and listening comprehension in at least one foreign language. Students will have the opportunity to become a candidate for the State Seal of Biliteracy.
- **Fine Arts:** Students will explore their talents through the fine arts.
- **Special Interests:** Students will explore and develop additional talents and interests.

Expected Schoolwide Learning Outcomes

Alder Grove Charter School graduates are:

Aware and confident in their individual abilities, interests and talents and are able to use these individual interests, abilities and talents to successfully transition to the workforce or higher education.

Lifelong Learners who meet or exceed California graduation requirements, develop and utilize study and research skills, and demonstrate proficiency in state content standards.

Digital technology users who have the ability to critically evaluate information and use technological tools to enhance their personal and career life.

Effective problem solvers/critical thinkers who are able to research, identify, access and organize data effectively to arrive at informed conclusions and understand and apply principles of consumer economics.

Ready to transition to career or college, with an idea of how to learn what they need to have a happy, fulfilling life.

Grade Level Outcomes

CCSS aligned report cards have been developed and student progress toward meeting those standards will be assessed for grades K-6. These will be completed by the credentialed teacher with parent input once each semester. Students in grades 7-12 will be assessed using letter grades on courses enrolled in with a report card each semester. Courses that meet the University of California's A-G requirements have been and continue to be developed for those students wishing to enroll in a university in California. Alder Grove Charter School will maintain accreditation by the Western Association of Schools and Colleges ("WASC").

All students receiving a diploma of graduation from Alder Grove Charter School must complete the California State High School requirements as required for traditional public schools in Education Code Section 51225.3 as well as AGCS approved graduation requirements. It is reasonable to expect that high school credits earned at AGCS will be transferable to other public high schools.

In order to best serve our students and community, Alder Grove Charter School will continue to examine and refine its list of student learning objectives over time to reflect the Charter School's mission and any changes to state standards that support such mission. At any time prior to the expiration of the charter, AGCS's Governance Council may amend the learning objectives of this charter.

Element 4. Governance Structure

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

Non-Profit Public Benefit Corporation

The Charter School will be a directly funded independent charter school and will be operated by Alder Grove Charter School, a California non-profit public benefit corporation, pursuant to California law upon approval of this charter.

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

Attached, as Appendix B, please find Alder Grove Charter School's Articles of Incorporation, Bylaws, and Conflict of Interest Code.

Governance Council

The Charter School will be governed by the Alder Grove Charter School corporate board of directors, known as the Governance Council (the "Council"), in accordance with its adopted bylaws, which shall be consistent with the terms of this charter.

The Governance Council shall consist of 5 to 9 Council members. In accordance with Education Code Section 47604(c), the District may appoint a representative to the Governance Council. If the District chooses to do so, the Charter School may appoint another member to ensure that the Council is maintained with an odd number of members.

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

Each council member shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor council member has been elected and qualified. Council members shall be elected by sealed ballots no later than three (3) weeks before the Annual Meeting of the Governance Council of Alder Grove Charter School. The ballot shall contain the names of all qualified candidates submitted to the Charter School Superintendent/Executive Director. Each family unit with student(s) enrolled is entitled to one vote. Each Charter School staff member and each member of the Governance Council is entitled to one vote. In the event a staff member or council member is also a part of a family unit, that staff member or council member shall not be entitled to an additional vote for being a council member or staff member. In the event that students

from any family reside in different households, each household shall be considered a separate family unit for voting purposes.

The Governance Council of the Charter School will meet regularly, at least once a month (except during the summer) and in accordance with the Brown Act and Education Code Section 47604.1(c). The Governance Council shall be governed in its operations and its actions by the corporate bylaws of Alder Grove Charter School, which shall be consistent with the terms of the charter, the Charter Schools Act, and all other applicable laws. The Governance Council shall have final authority for all aspects of the Charter School's operation and educational program. The roles and responsibilities of the Governance Council include but are not limited to:

- Finance:
 - Monitor fiscal solvency and management.
 - Approve budgets/spending and fiscal policies.
- Educational Program:
 - Monitor student performance.
 - Ensure curriculum aligns with mission as outlined in charter.
- Personnel:
 - Hire/fire/evaluate the Superintendent/Executive Director.
 - Approve personnel policies.
 - Approve staffing recommendations and decisions.
- Facilities:
 - Enter into financing and building contracts.
 - Approve construction and remodeling of facilities.

The Charter School will comply with all federal, state, and local laws that are applicable to independent study public charter schools. The Charter School will maintain, general liability, errors and omissions, property and casualty, and workers compensation insurance.

The Governance Council may initiate and undertake any program or activity, and may otherwise act in any manner which is neither in conflict with, inconsistent with, nor preempted by any law, and which is not in conflict with the purposes for which charter schools are established.

Council members who attend training or are conducting authorized Council business may also receive reimbursement of expenses. All such costs shall be included in the Charter School's annual budget. Council members have the option to decline reimbursements in writing to the Superintendent/Executive Director at the annual meeting or the individual member's first meeting.

The Governance Council may execute any powers delegated by law to it and shall discharge any duty imposed upon it by law and may delegate to an officer or employee of Alder Grove Charter School or a third party any of those duties. The Governance Council, however, retains ultimate responsibility over the performance of those powers or duties so delegated. All meetings of the Governance Council will conform to the Brown Act. The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 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.

The Charter School Governance Council will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, ethics, conflicts of interest and the Brown Act.

Advisory Committees

The Charter School may have one or more advisory committees comprised of faculty, parents, community members or other members of the public with varying areas of expertise. The purpose of an advisory committee is to provide advice, expertise and resources related to Charter Schools, fund-raising, community relations, and other areas relevant to the success of the Charter School. The Superintendent/Executive Director and/or the Governance Council may consult with an advisory committee or its members when appropriate.

Superintendent/Executive Director

The Charter School Superintendent/Executive Director is to the Charter School Governance Council what the Superintendent is to the District Board of Trustees. The Charter School Superintendent/Executive Director will work full-time for the Charter School and the Charter School Superintendent/Executive Director's salary shall be paid for by the Charter School.

The Charter School Superintendent/Executive Director will communicate directly with the Governance Council and to the District Board of Trustees through its Superintendent or designee as necessary. The Charter School Superintendent/Executive Director is fully responsible for the daily administration of the Charter School. The responsibilities of the Superintendent/Executive Director shall be clearly delineated in the Charter School's personnel policy handbook, and will include, but not limited to, the following:

- Liaise with the Charter School and the District, parents, and the community.
- Remain current with legislation and educational trends that will benefit the Charter School.
- Draft the annual Charter School budget.
- Hire Charter School faculty and staff.
- Secure facilities as necessary for the Charter School.

School Leadership Team

The Alder Grove Charter School shall have a 5-9 person Leadership Team. The Leadership Team will be responsible for crafting the means to achieve the outcomes delineated and/or approved by the Governance Council. The Leadership Team will be composed of an equal number of faculty representatives and parents, as well as the Charter School Superintendent/Executive Director. The roles and responsibilities of the Leadership Team include but are not limited to:

- Finance:
 - Develop and recommend annual budget and/or major budget changes.

- Implement fiscal recommendations.
 - Review quarterly budget reports and audit report.
- Educational Program:
 - Review student performance data.
 - Research/develop student data collection system.
 - Develop/align standards, curriculum and assessment.
 - Develop school calendar.
 - Develop parent/student handbook.
- Personnel:
 - Conduct prospective employee interviews.
 - Develop and/or recommend personnel policies.
 - Develop/implement professional development plan.
- Facilities:
 - Conduct school site needs assessment.
 - Research school site, funding and facilities options.
 - Make recommendation on facility needs and policies.

The leadership team, consisting, in the first year of operation, of the leadership team from Alder Grove Charter School, shall be designated by the then-current leadership team.

District Oversight

The District shall have supervisory oversight of the Charter School. Such duties shall be performed in compliance with the Education Code.

Memorandum of Understanding

Alder Grove Charter School intends to enter into a memorandum of understanding with the District clearly delineating the supervisory oversight and administrative services provided by the District to AGCS and the fiscal and legal relationship between the two entities.

The MOU shall include, but not be limited to:

- Direct funding of the Charter School in accordance with Education Code Section 47651.
- Charter School authority to contract with third parties.
- Services to be purchased by the Charter School from the District if available, and the fee schedule of such services.
- Fiscal reporting requirements to the state.
- Oversight requirements of the District.

Parental Involvement in Governance

Parent/guardians are encouraged to become members of the LCAP Parent Advisory Committee (to give input on the LCAP), Community School Advisory Team (to give feedback and input on the Community Schools Grant), Community Engagement Initiative Team (to give input on the Community Engagement Initiative Grant's uses), School Leadership Team (to give input on policies, procedures, hiring, budgets, and other needs), and Governance Council (where input is gathered from students, families, and staff, and decisions for the Charter School are made).

Element 5. Employee Qualifications

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

Superintendent/Executive Director Qualifications

The Superintendent/Executive Director and any other administrator at the Charter School shall possess leadership abilities and a comprehensive educational vision that is consistent with the Charter School's vision, philosophy and educational program. In addition, the Superintendent/Executive Director shall possess a valid California teaching credential and preferably a Master's degree, and have a minimum of three years teaching experience, preferably in an independent study charter school.

School Coordinator/Director Qualifications

The School Coordinators, including testing/academic support and college and career, shall possess a valid California teaching credential, and a minimum of three years teaching experience, preferably in an independent study/personalized learning charter school.

Teacher Qualifications

The Charter School teachers will hold the Commission on Teacher Credentialing certificates, permits, or other documents required for the teacher's certificated assignment pursuant to Education Code Section 47605(l)(1).

Instructional Support Staff Qualifications

The Charter School may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not serve as the teacher of record for individual pupils and may not assign grades or approve student work assignments.

Professional Development

Professional development will be required of the Charter School staff, both certificated and administrative. Included will be professional workshops, seminars, and programs. The Charter School staff will be diverse in thinking and encouraged to be creative with regards to alternative methods of teaching.

Professional development, which is viewed as a lifelong commitment to professional excellence, will be an integral part of the Charter School's structure. The staff at the Charter School will pursue professional development opportunities that will assist them in developing exemplary methods of teaching as well as developing new methods of student evaluation and assessment. Funds will be budgeted that will make it possible for the Charter School staff to participate in a meaningful professional development plan.

Element 6. Health and Safety Procedures

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, and the annual review and update of the plan, pursuant to Section 47606.3.
. Education Code Section 47605(c)(5)(F).*

In order to provide safety for all students and staff, the Charter School shall maintain 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 will be incorporated into the Charter School's student and staff handbooks, attached as Appendix C, and will be reviewed on an ongoing basis by the Charter School's Superintendent/Executive Director and Governance Council. 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:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to 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 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 Superintendent/Executive Director of the Charter School shall monitor compliance with this policy and report to the Charter School Governance Council on a regular basis. The Council President shall monitor the fingerprinting and background clearance of the Superintendent/Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for 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.

Immunizations

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

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

Medication in School

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

Vision, Hearing, and Scoliosis

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

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. 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 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.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy

on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

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

School Meals

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

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is a physical safety of the student or one or more of their peers.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

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

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan

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

- a. child abuse reporting procedures
- b. routine and emergency disaster procedures
- c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or other mandatory expulsion recommendations
- d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- e. a discrimination and harassment policy consistent with Education Code Section 200
- f. provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- h. a safe and orderly environment conducive to learning
- i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- j. procedures for conducting tactical responses to criminal incidents
- k. procedures for active shooter drills if included in the School Safety Plan

- l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at a an activity sponsored by the school, or on a schoolbus serving the school
- m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite
- o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

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

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

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

Blood borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Council shall adopt 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 and hepatitis B virus (“HBV”).

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

Drug-, Alcohol-, and Smoke-Free Environment

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

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building

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

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

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

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

Bullying Prevention

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

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY ACT

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to

request school records on behalf of their child.

Homicide Threats

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

Gun Safety Notice

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

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services

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

Weather Policy

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

Element 7. Means to Achieve Student Population Balance

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

The flexibility of the Charter School's program and the alternative educational options that it provides to students and their families attracts a diverse student population. The Charter School recruits students from a diverse range of racial, ethnic, linguistic, ability, and socioeconomic backgrounds, to ensure its student population is reflective of the general population of the District, including diverse racial and ethnic communities, home languages, and special education needs.

The Charter School may engage in the following recruitment and outreach activities, in addition to the word-of-mouth recommendations from families and referrals from the District and County Office of Education, which we anticipate will continue for AGCS :

- Distribute informational materials at local markets, public libraries, coffee shops, churches, and business. Materials will be available in English and Spanish.
- Host informational events at the Charter School's main office to meet and speak with interested families.
- Advertise in the local newspapers, such as The North Coast Journal, The Times Standard, and The Mad River Union.
- Include informational materials on the Charter School website and/or social media accounts.

Element 8. Admission Policies and Procedures

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

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. 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 their parent or legal guardian within the state, unless required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

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

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

Prior to admission, the legal guardian and the student must sign an independent study parent/student agreement. These signatures indicate an understanding of the Charter School outcomes, philosophy, program, and requirements. AGCS urges all applicants to attend a new family orientation, preferably prior to admission, but in no case later than the time of enrollment.

Public Random Drawing

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 span has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or “lottery”) to determine admission for the impacted grade span, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public

random drawing shall be given to the following students in the following order:

- 1) Siblings of students admitted to or attending the Charter School;
- 2) Children and grandchildren of current Charter School teachers, staff, and Governance Council members;
- 3) Residents of the District; and
- 4) All other applicants.

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

The Governance Council will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled by the designated lottery official (appointed by the Superintendent/Executive Director). Separate lotteries shall be conducted for each grade span in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade span, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

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

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year, and as needed to fill independent study teacher rosters.

Element 9. Annual Financial Audit

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

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

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

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year. Alder Grove Charter School's Governance Council will review any audit exceptions or deficiencies, and will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

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

Element 10. Suspension and Expulsion Policy and Procedures

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 are 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 homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).

This Pupil Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses

and procedures for suspensions, expulsions, and involuntary removal. The language that follows 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, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

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

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

The Charter School administration shall ensure that students and their parents/guardians⁵ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Superintendent/Executive Director's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent 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/guardian and shall inform the student, and the

⁵ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action before the effective date of the action to involuntarily remove the student.. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated described below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study written agreement pursuant to Education Code Section 51747(c)(4).

Procedures

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 when it is determined the student:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, including marijuana, and alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, including marijuana, and 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, betel, and electronic cigarettes. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this 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 their own safety or for their immediate family's safety, or for the

protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 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 provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, 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.
 - (1) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (b) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no

reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent/Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent/Executive Director or designee's concurrence.
 - b) Brandished a knife at another person.
 - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
 - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, including marijuana, and alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, including marijuana, and 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, betel, and electronic cigarettes. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
 - r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 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) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
 - t) Obtained, possessed, or distributed pornographic material, including photographs, books, magazines, and videos.
 - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a

certificated school employee, with the Superintendent/Executive Director or designee's concurrence.

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

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent/Executive Director or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened bladed fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3 ½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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

The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

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 Superintendent/Executive Director or the Superintendent/Executive Director's designee with the

student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Superintendent/Executive Director or designee. The conference may be omitted if the Superintendent/Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent 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 email, by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date when the student may return to school following the suspension. 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 Superintendent/Executive Director or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Superintendent/Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the

affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

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

A student may be expelled either by the Charter School Governance Council following a hearing before it or by the Charter School Governance Council upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Governance Council as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the student nor a member of the Charter School Governance Council. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Governance Council 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 Superintendent/Executive Director 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 Council for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the

student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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 student.

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany 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 their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, 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 Council or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as

defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

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

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

J. Written Notice to Expel

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

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

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Students/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. 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.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Governance Council 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 student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Governance Council following a meeting with the Superintendent/Executive Director or designee and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Superintendent/Executive Director or designee shall make a recommendation to the Governance Council following the meeting regarding the Superintendent/Executive Director's or designee's determination. The Council shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

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

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

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral

assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/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 parent/guardian to determine:

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

If the Charter School, the parent/guardian 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/guardian, 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/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/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/guardian of a child with a disability who disagrees with any decision regarding

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

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

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

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 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 Superintendent/Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

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

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/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 IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

Element 11. Retirement Systems

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 Section 47605(c)(5)(K).

Faculty and staff at Alder Grove Charter School will participate in the federal Social Security system, State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS") and federal social security, depending upon each individual's eligibility. Additionally, certificated and classified staff members of Alder Grove Charter School shall retain all previously vested rights in their respective retirement systems. The Superintendent/Executive Director shall be responsible for ensuring that retirement coverage arrangements are made for all employees of the Alder Grove Charter School.

Element 12. Public School Attendance Alternatives

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

No student may be required to attend the Charter School. 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 admission forms that students have no right to admission in a particular school of a local educational agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local educational agency.

Element 13. Employee Return Rights

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

No public school district employee shall be required to work at the Charter School. 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 the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Element 14. Dispute Resolution

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

Disputes Between the Charter School and the District

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, the Charter School staff, employees and Council members of the Charter School and the District agree to first frame the issue in written format (“dispute statement”) and refer the issue to the District Superintendent and the Charter School Superintendent/Executive Director, or their respective designees. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be specifically noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent/Executive Director and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from the receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards, who shall jointly meet with the Superintendent and the Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If the joint meeting fails to resolve the dispute, the Superintendent/Executive District and Charter School shall submit the dispute to a mediator. The Superintendent and the Superintendent/Executive Director, or their respective designees, shall agree in writing to the selection of the mediator and the procedure for the mediation. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The recommendations of the mediator are non-binding and advisory only. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. The cost of the mediator will be shared equally between the District and the Charter School.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX policy and procedures, as required by state and federal law. Parents, students, Council members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School’s policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

Public Comments

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

Element 15. Closure Procedures

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

Closure of the Charter School will be documented by official action of the Governance Council. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Humboldt County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Council's decision to close the Charter School.

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

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the FERPA. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified

Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

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

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

Miscellaneous Charter Provisions

Budgets and Financial Reporting

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

Attached, as Appendix D, please find the following documents:

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

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP.

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

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Administrative Services

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

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. The Charter School will utilize Delta Managed Services (“DMS”) as the qualified third-party contractor. DMS is an independent charter school administrative services firm located in Sacramento, California. Now in their 19th year, they provide a comprehensive set of back-office, administrative, and financing services to nearly 50 charter schools, assisting them in meeting the complex operational and compliance hurdles of successful charter school operation.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the District and subject to District availability and willingness to provide such services.

Term of Charter

The Charter for Alder Grove Charter School shall be for the term of five years, commencing on July 1, 2026. The charter may be renewed for subsequent terms by the District, in accordance with Education Code Sections 47607 and 47607.2. Alder Grove Charter School shall submit its charter renewal petition prior to the expiration date. The District will act on the request in accordance with the standards and criteria of Education Code Sections 47605, 47607, and 47607.2.

Material Revisions

Any material revisions to this charter shall be made by the mutual agreement of the governing boards of the Charter School and the District. Material revisions shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

Facilities

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

Pursuant to Education Code Section 47605(a)(5)(A), “[a] charter school that established one site outside the boundaries of the school district, but within the county in which that school district is located before January 1, 2020, may continue to operate that site until the charter school submits a request for the renewal of its charter petition. To continue operating the site, the charter school shall do either of the following:

- (i) First, before submitting the request for the renewal of the charter petition, obtain approval in writing from the school district where the site is operating.
- (ii) Submit a request for the renewal of the charter petition pursuant to Section 47607 to the school district in which the charter school is located.”

AGCS currently operates a resource center at 714 F Street, Eureka, California, in accordance with Education Code Section 47605.1(c)(1). This resource center houses the school office, administration, meeting spaces, resource libraries for curriculum and materials, meal services, academic support programs, and classrooms.

AGCS intends to relocate the Charter School, or add an additional facility (for a maximum of two facilities in Eureka), once a site or facility is found that meets the needs of the Charter School, within ECS boundaries. The Charter School understands that the facility would be subject to inspection by ECS.

Potential Civil Liability Effects

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

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

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

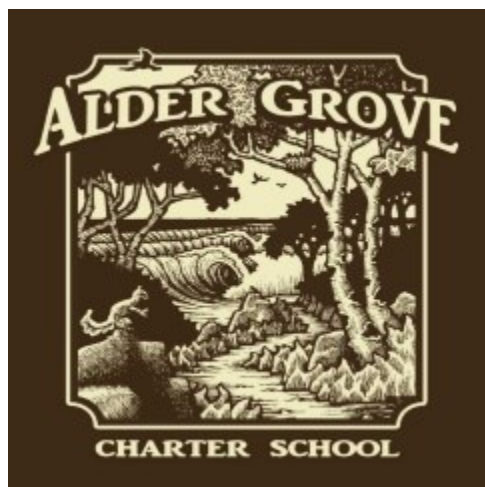
The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Council, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

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

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

Conclusion

By approving this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five year term from July 1, 2026 through June 30, 2031.



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Alder Grove Charter School

CDS Code: 12 63032 0111203

School Year: 2024-25

LEA contact information:

Tim Warner

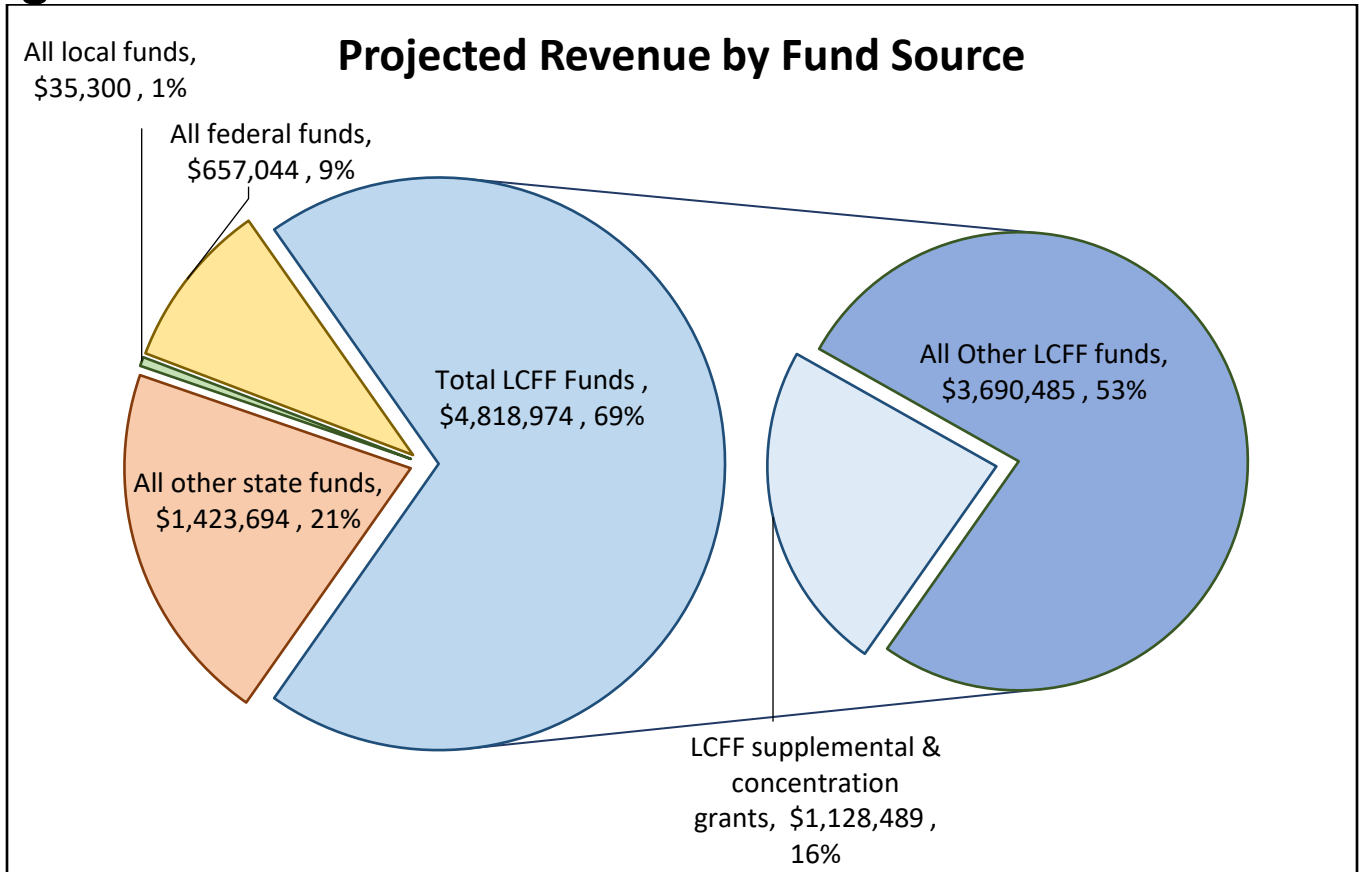
Superintendent/Executive Director

tim.warner@aldergrovecharter.org

7072680854

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

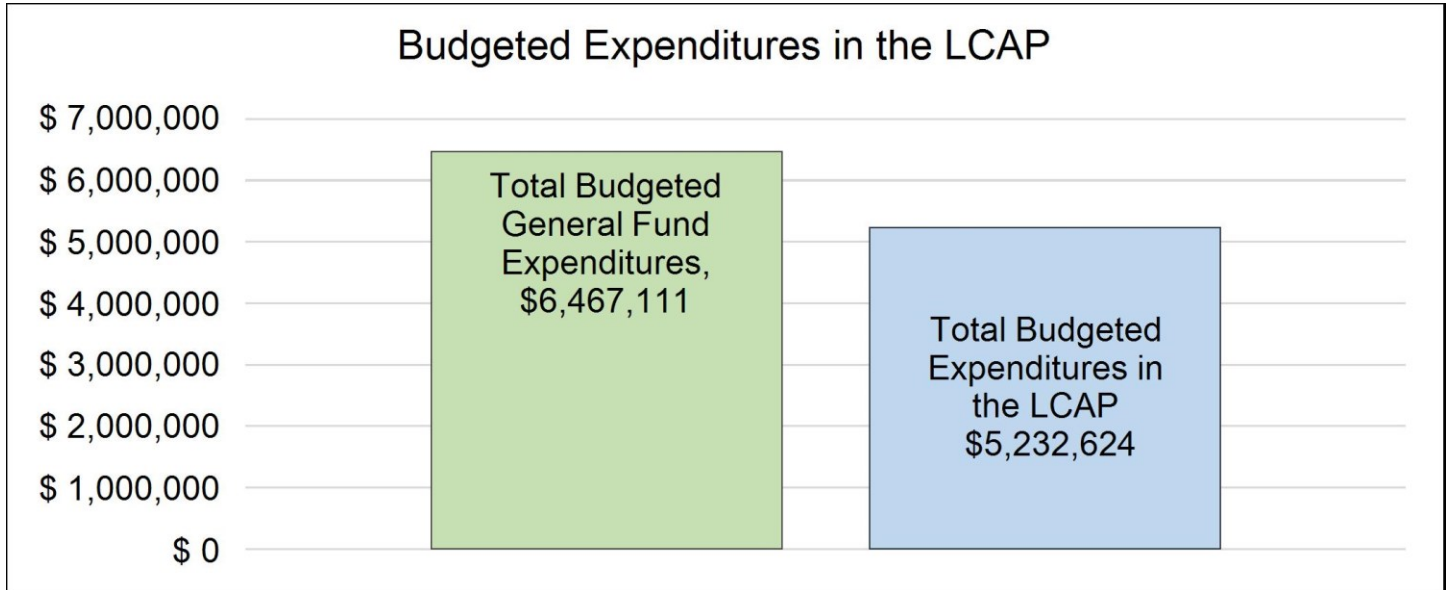


This chart shows the total general purpose revenue Alder Grove Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Alder Grove Charter School is \$6,935,012, of which \$4,818,974 is Local Control Funding Formula (LCFF), \$1,423,694 is other state funds, \$35,300 is local funds, and \$657,044 is federal funds. Of the \$4,818,974 in LCFF Funds, \$1,128,489 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Alder Grove Charter School plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Alder Grove Charter School plans to spend \$6,467,111 for the 2024-25 school year. Of that amount, \$5,232,624 is tied to actions/services in the LCAP and \$1,234,487 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP) include day to day operations, facilities and maintenance, liability insurance, professional development, and other operating costs.

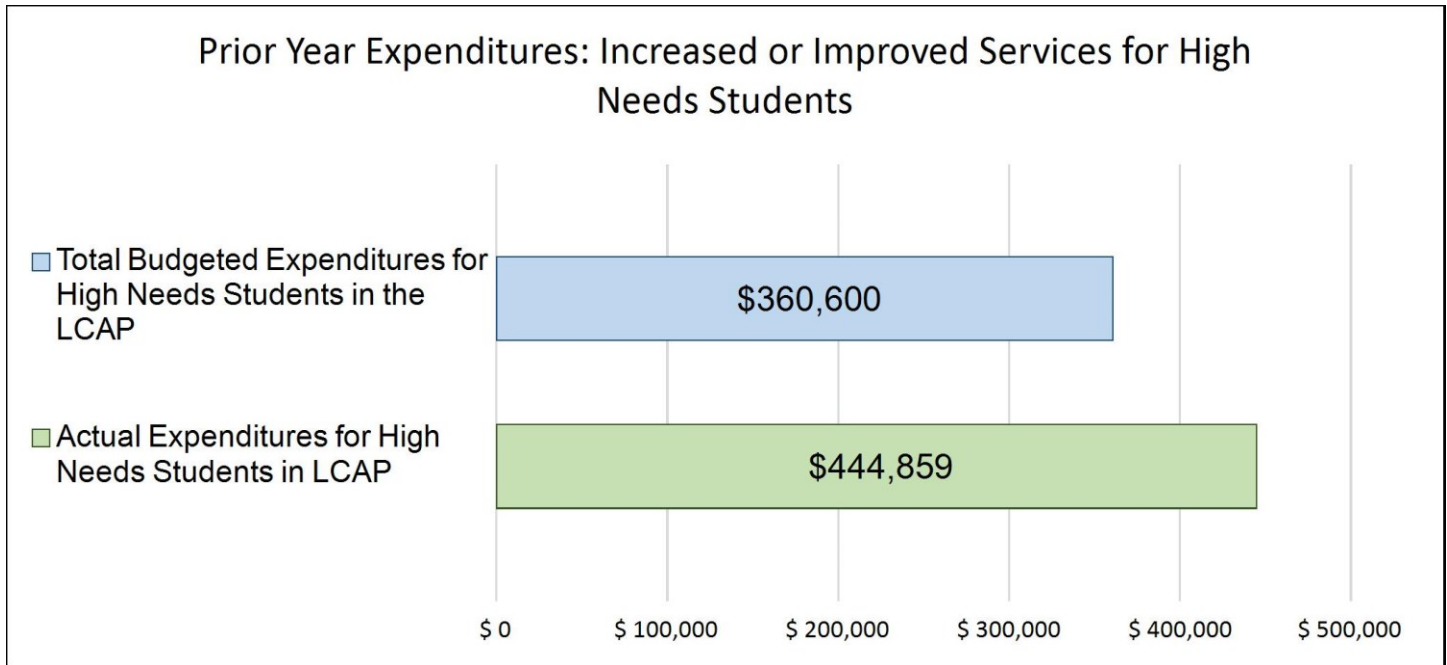
Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Alder Grove Charter School is projecting it will receive \$1,128,489 based on the enrollment of foster youth, English learner, and low-income students. Alder Grove Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Alder Grove Charter School plans to spend \$122,370 towards meeting this requirement, as described in the LCAP.

AGCS will continue to use increased supplemental and concentration grant funds for salaries and materials to offer academic support services for foster youth, English learners, and low-income students, as well as all students in need. The school will increase Reading and Writing Support, as well as Math.

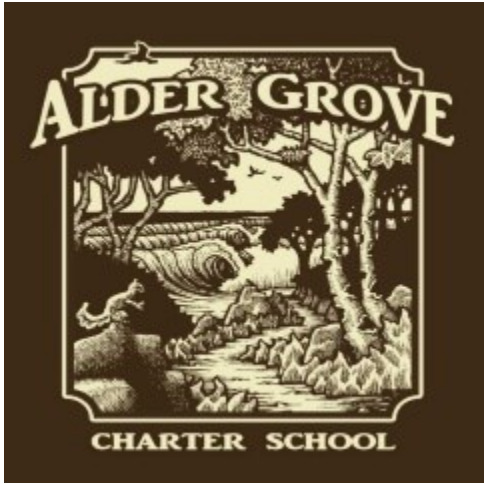
LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Alder Grove Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Alder Grove Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Alder Grove Charter School's LCAP budgeted \$360,600 for planned actions to increase or improve services for high needs students. Alder Grove Charter School actually spent \$444,859 for actions to increase or improve services for high needs students in 2023-24.



2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alder Grove Charter School	Tim Warner Superintendent/Executive Director	tim.warner@aldergrovecharter.org 7072680854

Goals and Actions

Goal

Goal #	Description
1	Support all students in reaching high standards in math, reading and writing.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP: English Language Arts	2018-19: 46% met or exceeded standard	2020-21: CAASPP was not taken by AGCS students due to complications resulting from the COVID-19 pandemic.	2021-22: 41% met or exceeded standard	2022-23: 38.2% met or exceeded standard	50% meet or exceed standard
CAASPP: Math	2018-19: 25% met or exceeded standard	2020-21: CAASPP was not taken by AGCS students due to complications resulting from the COVID-19 pandemic.	2021-22: 23% met or exceeded standard	2022-23: 16.1% met or exceeded standard	30% meet or exceed standard
Special education IEP goals	100% of students with disabilities will work toward mastery of IEP goals	100% of students with disabilities will work toward mastery of IEP goals	100% of students with disabilities will work toward mastery of IEP goals	100% of students with disabilities will work toward mastery of IEP goals	100% of students with disabilities working toward IEP goals
Special education CAASPP English Language Arts	2018-19: 30% nearly met, met, or exceeded standard	2020-21: CAASPP was not taken by AGCS students due to complications resulting from the COVID-19 pandemic.	2021-22: 53% nearly met, met, or exceeded standard	2022-23: 46% nearly met, met or exceeded standard	35% nearly meet, meet, or exceed standard
Special education CAASPP Math	2018-19: 15% nearly met, met, or exceeded standard	2020-21: CAASPP was not taken by AGCS students due to	2021-22: 20% nearly met, met, or exceeded standards	2022-23: 21% nearly met, met or exceeded standard	20% nearly meet, meet, or exceed standard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		complications resulting from the COVID-19 pandemic.			
Percentage of teachers teaching outside of credentialed area (misassigned)	2019-2020: 0% misassigned teachers	2021-2022: 0% misassigned teachers	2022-23: 0% misassigned teachers	2023-24: 0% misassigned teachers	Maintain 0% misassigned teachers

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Data continues to show that students at AGCS are stronger in language arts than math. While year 3 English Language Arts scores only dropped less than 3% from year 2, math dropped nearly 7%. Math classes and interventions seem to be somewhat successful in addressing the issues most likely created by the pandemic's remote learning situation. Students with disabilities met 100% working towards IEP goals, with both ELA and Math scores meeting the desired outcome for 2023-24.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 1.4: Materials and Curriculum costs were overestimated. 1.6: Test prep courses were not as expensive as estimated.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

CAASPP test scores saw a decrease presumably evidence of the continuing effects from the pandemic.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

More focus on test preparation will be implemented, especially focused on math. Also, a new rewards system will be implemented for students who show growth in test scores.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Increase parent skills and knowledge in order to facilitate student learning at home.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent workshops	2020-21: 89% of parents surveyed feel encouraged to participate in virtual parent workshops, events and groups.	2021-22: 77% of parents surveyed feel encouraged to participate in virtual parent workshops, events and groups. (12% neutral/not sure.)	2022-23: 66% of parents surveyed feel encouraged to participate in virtual parent workshops, events and groups. (26% neutral/not sure.)	2023-24: 67% of parents surveyed feel encouraged to participate in virtual parent workshops, events and groups. (26% neutral/not sure.)(From 22-23 survey data)	95% of parents surveyed will feel encouraged to participate in virtual parent workshops, events and groups.
Parent workshops	2019-20: 30 parents participating in live and virtual workshops	2021-22: 17 parents participating in live and virtual workshops, over 100 participating in back to school night.	2022-23: 11 parents participating in live and virtual workshops, over 100 participating in back to school night.	2023-24: 29 parents participated in in-person workshops so far this year and over 100 students and family members participating in Science Day.	40 parents participating in parent workshops

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As shown by the decrease from year 1 to year 2 in participation in family workshops, AGCS realized that events are what draws students and families. Year 3 saw the addition of Science Day, which was wildly successful and provided an opportunity for hands on experimentation and take-home lessons.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Future parent participation and engagement goals will include more events like Science Day.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Year 3 saw the addition of Science Day, which was wildly successful and provided an opportunity for hands on experimentation and take-home lessons. Moving forward, AGCS will plan less workshops and more engaging educational events.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	All High school students will be career and/or college ready at graduation.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
9-12 grade students who have successfully completed a-g requirements	2020-21: 21%	2021-22: 16%	2022-23: 19%	2023-24: 19%	25%
7-12 Students who participated in internships/apprenticeship program (including WIOA/DOR)	2020-21: 5%	2021-22: 8%	2022-23: 8%	2023-24: 6%	7.5%
7-12 Students who completed a job shadow	2020-21: 8%	2021-22: 8%	2022-23: 8%	2023-24: 27%	12%
7-12 Students volunteering 40+ hours	2020-21: 11%	2021-22: 9%	2022-23: 12%	2023-24 : 24%	15%
9-12 Students who completed at least one college course	2020-21: 32%	2021-22: 47%	2022-23: 47%	2023-24: 36%	Maintain 32% or more
9-12 Students successfully completed CTE pathway	2019-20: 0%	2021-22: 2 students	2022-23: 10 students	2023-24: 10 students	10%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
4-year cohort graduation rate	2019-20: 96%	2021-22: 100%	2022-23: 96%	2023-24: 100%	Maintain 96% or more
Students in the "Prepared" level by EAP (ELA/Math CAASPP Score of 3 or higher)	2019-20: 23%	2021-22: 28%	2022-23: 28%	2023-24: 50%	30%
Students who have passed AP exams with a score of 3 or higher	2019-20: 2%	2021-22: 1 student	2022-23: 1 student	2023-24: 0	5%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

AGCS continues to show growth in most elements of the College and Career Index (CCI). Some of the school's strengths in this area are job shadowing, volunteering, completing at least one college course, graduation rate, and students considered "prepared."

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sufficient progress was made in most goals.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Actions were effective in making progress toward goals in this area.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “Measuring and Reporting Results” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

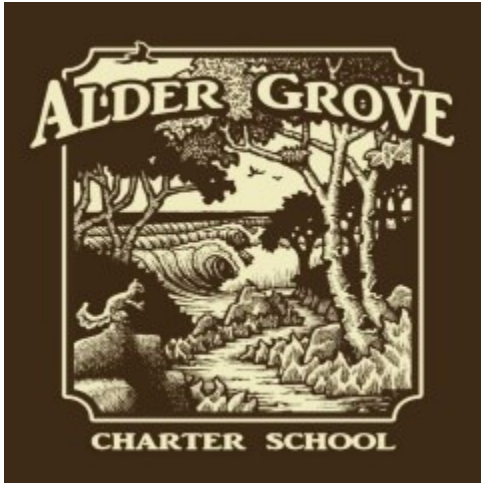
An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alder Grove Charter School	Tim Warner Superintendent/Executive Director	tim.warner@aldergrovecharter.org 7072680854

Plan Summary [2024-25]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Our commitment is to deliver personalized learning through strong family, educator, and community partnerships that empower students to achieve academic excellence and foster active citizenship. It is a partnership between the school, the community, students, and families. Students are provided with curricula materials, technology, parent support, and academic and enrichment opportunities as well as a credentialed teacher to facilitate student learning. Students blend independent study, home-schooling, online learning, community partners, career technical education, and concurrent/dual enrollment in college to meet their educational goals and prepare for post-secondary life.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Part 1:
Alder Grove's strengths continue in the areas of Chronic Absenteeism (.6%), Suspension Rate (0%), Graduation Rate (96%). Alder Grove is showing growth in it's College and Career department (52% prepared). The school increased 3.5 points in English Language Arts and declined 14.7 points in Mathematics.

Part 2:
2023 Dashboard (Data must remain in the plan for the full 3 year cycle)
Students with Disabilities are in the lowest performance level for Mathematics.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

NA

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

NA

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

NA

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

NA

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
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A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Surveys were created and completed by teachers, families, students, and staff. The plan was reviewed by the LCAP Parent Advisory Committee, consisting of parents/guardians with students from a variety of subgroups including special education. Special consideration was given to goals utilizing the Equity Multiplier funds for unduplicated students. The plan will also be sent to teachers, families, and high school students for feedback from a wide range of stakeholder subgroups. The SELPA reviewed the plan for input on goals for students with disabilities. A public hearing was conducted before board approval to gather input from educational partners.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Support all students in reaching high standards in math, reading and writing.	Focus Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 3: Parental Involvement (Engagement)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

To meet the following state priorities:
Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 3: Parental Involvement (Engagement)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	CAASPP: English Language Arts	2022-23: 38.2% met or exceeded standard			45% meet or exceed standard	
1.2	CAASPP: Mathematics	2022-23: 16.1% met or exceeded standard			21% meet or exceed standard	

1.3	Special education IEP meetings (Compliance only Cycle A Monitoring)	The number of students who did not have an annual IEP meeting within one year = 2			The number of students who did not have an annual IEP meeting within one year.= 0	
1.4	Special education CAASPP English Language Arts	2022-23: 46% nearly met, met or exceeded standard			50% nearly meet, meet, or exceed standard	
1.5	Special education CAASPP Math	2022-23: 21% nearly met, met or exceeded standard			25% nearly meet, meet, or exceed standard	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Schoolwide assessment	Assess all students in language arts and mathematics twice yearly.	\$72,491.00	No
1.2	Academic Support program	Support students with one on one and small group tutoring, online programs, and small student group classes.	\$299,774.00	No
1.3	Instruction	Provide instruction in all subjects	\$3,377,550.00	No
1.4	Curriculum and Materials	Students require curriculum and materials for learning	\$646,672.00	No
1.5	Technology and support	Chromebooks and other technology for students to access curriculum and instruction, and technology support	\$73,726.00	No Yes
1.6	Test preparation	Targeted test preparation for students to increase academic skills and test-taking abilities	\$59,093.00	No
1.7	Special education test preparation	Targeted test preparation for students to increase academic skills and test-taking abilities, including time with Education Specialists working on CAASPP practice tests and navigating the test, as well as implementing an incentive system to reward improvement in test scores.	\$43,144.00	No Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Increase parent/guardian training to improve skills and knowledge in order to facilitate effective student learning at home.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 3: Parental Involvement (Engagement)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

As a personalized learning public charter school, Alder Grove recognizes the importance of parent/guardian participation in every student's learning. Alder Grove would like to increase parent/guardian participation in training for effective daily instruction, especially in math and language arts, and supporting mental health.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Parent/Guardian education opportunities	67% of parents/guardians surveyed feel encouraged to participate in parent workshops, events and groups.			90% of parents surveyed will feel encouraged to participate in parent trainings, educational events, and groups.	
2.2	Parent/Guardian education opportunities	Over 100 students and family members participated in educational events.			Over 200 students and family members participating in	

					educational events.	
2.3	Creation of a parent/guardian portal for additional training and information	No portal is available			A parent/guardian portal for additional information has been created and is used regularly	
2.4	Provide more mental health supports at school and training for parent/guardians in supporting student mental health.	2023-2024: Mental health support staff 1.5 FTE 0 hours per month for parent/guardian mental health support classes			Increase mental health support staff to 3.0 2 hours per month for parent/guardian mental health support classes	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Parent trainings, educational events, and groups	The school will host parent trainings, educational events, and groups to increase parent knowledge and methods in home instruction	\$33,614.00	No
2.2	Parent/guardian portal and maintain and improve	Create and maintain parent/guardian portal to support daily at home instruction, including ways to support students in Special Education	\$30,000.00	No
2.3	Mental Health support and training	Mental health support for students and more training for mental health supports for parent/guardians	\$216,680.00	No Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	All high school students will be career and/or college ready at graduation.	Maintenance of Progress Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 5: Pupil Engagement (Engagement) Priority 6: School Climate (Engagement) Priority 7: Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

To meet the following state priorities: Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 5: Pupil Engagement (Engagement) Priority 6: School Climate (Engagement) Priority 7: Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)
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Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Increase percentage of high school graduates who are placed in the "Prepared" level on the	No data available, CCI calculation available in 2024 (25% prepared in 2019)			Percentage of students "Prepared" increased by 15% over baseline (5%	

	College/Career Indicator (CCI).				increase per year) set by 2024 CCI calculation	
3.2	4-year cohort graduation rate	96% graduation rate			Maintain 96% graduation rate	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Director of Secondary Programs	Manage and support secondary programs	\$131,830.00	No
3.2	Manage, support, and expand CTE programs	Instruction and materials for CTE programs	\$180,963.00	No

3.3	Dual enrollment	Provide and expand dual enrollment classes on campus	\$67,087.00	No
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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$1,128,489	\$5,601

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
23.418%	0.000%	\$ \$0.00	23.418%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.5	Action: Technology and support Need: Students in subgroups require technology to access curriculum and instruction Scope: Schoolwide	The school will prioritize providing technology for students with the greatest needs to access curriculum and instruction	All

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
2.3	Action: Mental Health support and training Need: Scope: Schoolwide	The school will provide additional mental health supports to students and training to parents/guardians in student mental health	2.4

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.7	Action: Special education test preparation Need: Scope: Limited to Unduplicated Student Group(s)	The action is designed to provide test preparation to students in special education so that a higher percentage of students will achieve Nearly Met, Met, or Exceeded on the CAASPP.	1.4, 1.5
2.3	Action: Mental Health support and training Need: Students are struggling with mental health needs Scope:	Provide mental health supports and training for parents at home should decrease students at "High Risk" using mental health screener	2.4

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

AGCS will continue to use increased supplemental and concentration grant funds for salaries and materials to offer academic support services for foster youth, English learners, and low-income students, as well as all students in need. The school will increase Reading and Writing Support teachers as needed. More time can be added if needed based on enrollment. All students in grades 3 and up who score low on schoolwide writing assessments are required to participate in one hour a week or more of structured Reading or Writing Support. Math support in the form of online programs, tutors, and small group classes are also mandated for students with low scores. The math support program combines 4 certificated math teachers and 4 non-credentialed tutors equaling approximately 6 FTE in total. Writing support is offered in small group instruction and writing labs for students who demonstrate need on schoolwide writing samples equaling .8 FTE. Salaries for teachers to offer daily math lab support for all students, especially benefiting students with less parental support at home, and one on one math and reading tutors for students who are best served by this method. Chromebooks and hotspots will be issued to increase access to education for foster youth and low income students, and all students as needed.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		1:28
Staff-to-student ratio of certificated staff providing direct services to students		1:12

2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	4,818,974	1,128,489	23.418%	0.000%	23.418%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$4,606,317.00	\$506,307.00		\$120,000.00	\$5,232,624.00	\$4,490,336.00	\$742,288.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Schoolwide assessment	All Students Disabilitieswith	No				Yearly	\$62,491.00	\$10,000.00	\$72,491.00	\$0.00	\$0.00	\$0.00	\$72,491.00
1	1.2	Academic Support program	All Students Disabilitieswith	No					\$292,774.00	\$7,000.00	\$179,774.00			\$120,000.00	\$299,774.00
1	1.3	Instruction	All Students Disabilitieswith	No					\$3,377,550.00	\$0.00	\$3,377,550.00				\$3,377,550.00
1	1.4	Curriculum and Materials	All Students Disabilitieswith	No					\$0.00	\$646,672.00	\$646,672.00				\$646,672.00
1	1.5	Technology and support	All Foster Youth Low Income	No Yes	Schoolwide	Foster Youth Low Income			\$51,906.00	\$21,820.00	\$73,726.00				\$73,726.00
1	1.6	Test preparation	All Students Disabilitieswith	No					\$54,093.00	\$5,000.00	\$59,093.00				\$59,093.00
1	1.7	Special education test preparation	Students Disabilitieswith	No Yes	Limited to Unduplicated Student Group(s)				\$42,144.00	\$1,000.00	\$43,144.00				\$43,144.00
2	2.1	Parent trainings, educational events, and groups	All Students Disabilitieswith	No					\$23,614.00	\$10,000.00	\$33,614.00				\$33,614.00
2	2.2	Parent/guardian portal and maintain and improve	All Studentswith	No					\$20,000.00	\$10,000.00	\$10,000.00	\$20,000.00			\$30,000.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
			Disabilities												
2	2.3	Mental Health support and training	All Students with Disabilities Foster Youth Low Income	No Yes	Schoolwide	Foster Youth Low Income			\$211,180.00	\$5,500.00	\$5,500.00	\$211,180.00			\$216,680.00
3	3.1	Director of Secondary Programs	All Students with Disabilities	No					\$131,830.00	\$0.00	\$37,666.00	\$94,164.00			\$131,830.00
3	3.2	Manage, support, and expand CTE programs	All Students with Disabilities	No					\$162,867.00	\$18,096.00		\$180,963.00			\$180,963.00
3	3.3	Dual enrollment	All Students with Disabilities	No					\$59,887.00	\$7,200.00	\$67,087.00				\$67,087.00

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
4,818,974	1,128,489	23.418%	0.000%	23.418%	\$122,370.00	23.500%	26.039 %	Total:	\$122,370.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$43,144.00
								Schoolwide Total:	\$79,226.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.5	Technology and support	Yes	Schoolwide	Foster Youth Low Income		\$73,726.00	7.5%
1	1.7	Special education test preparation	Yes	Limited to Unduplicated Student Group(s)			\$43,144.00	7.5%
2	2.3	Mental Health support and training	Yes	Schoolwide	Foster Youth Low Income		\$5,500.00	8.5%

2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$4,353,152.00	\$3,728,598.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Schoolwide assessment	No	\$67,331.00	65,415
1	1.2	Academic Support	Yes	\$268,600.00	208,449
1	1.3	Instruction	No	\$2,731,710.00	2,412,536
1	1.4	Curriculum and materials	No	\$871,530.00	563,277
1	1.5	Technology	Yes	\$76,000.00	68,247
1	1.6	Test preparation	No	\$26,359.00	49,627
1	1.7	Special education test preparation	No	\$24,429.00	38,664
2	2.1	Live and virtual parent workshops	Yes	\$11,000.00	29,284
3	3.1	Continue College and Career Coordinator	No	\$81,469.00	87,109
3	3.2	CTE Pathways	No	\$144,724.00	166,021

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.3	College preparation and attendance	No	\$20,000.00	15,728
3	3.4	Proctoring AP, SAT tests, and assisting students with FAFSA and college applications	Yes	\$30,000.00	24,241

2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
715,598	\$360,600.00	\$444,859.00	(\$84,259.00)	29.600%	39.000%	9.400%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Academic Support	Yes	\$243,600.00	\$336,741	7.4%	28%
1	1.5	Technology	Yes	\$76,000.00	\$68,247	7.4%	
2	2.1	Live and virtual parent workshops	Yes	\$11,000.00	\$12,235	7.4%	11%
3	3.4	Proctoring AP, SAT tests, and assisting students with FAFSA and college applications	Yes	\$30,000.00	\$27,636	7.4%	0

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
5,252,345	715,598	0	13.624%	\$444,859.00	39.000%	47.470%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

- **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);

- **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.

- Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
- Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:
Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and

- Professional development for teachers.
- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)

- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

- **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic

Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 06 2006

BRUCE McPHERSON
Secretary of State

FEB 06 2006

Articles of Incorporation
Of
Alder Grove Charter School
A California Public Benefit Corporation

ONE: The name of this corporation is Alder Grove Charter School.

TWO: This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public benefit Corporation Law for public and charitable purposes.

The specific purposes for which this corporation is organized are to manage, operate, guide, direct and promote the Alder Grove Charter School (a California Public School).

THREE: The name and address in the State of California of the corporation's initial agent for service of process is:

Jenni Allen-San Giovanni
2436 Meadow Lane
Eureka CA 95503

FOUR: (a) This Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue code. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c) (2) of the Internal Revenue code.

(b) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation and the corporation shall not participate or intervene in any political campaign (including the publishing or

distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The property of this corporation is irrevocable dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article Two.

Subject to the provisions of the non-profit public benefit provisions of the Non-Profit Corporation Laws of the State of Californian, and any limitation in the articles or by laws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of the corporation shall be conducted and all powers shall be exercised by or under the direction of the board of directors.

SIX: The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

SEVEN: This Corporation shall have no members.

EIGHT: Upon the dissolution of winding up of the Corporation, its assets remaining after payment of all debts and liabilities, of the Corporation, shall be distributed to a non-profit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under section 501 ©(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of by a court of competent jurisdiction of the county in which the principle office of the corporation is then located exclusively for such purposes or to such organizations said in court shall determine which are organized and operated exclusively for such purposes.

Date: 2-5-06

Jenni Allen-San Giovanni

Jenni Allen-San Giovanni, Incorporator



**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION**

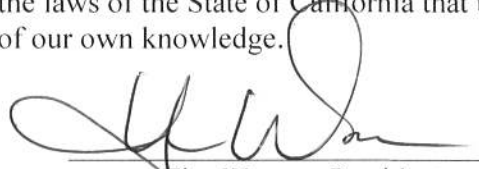
The undersigned certify that:

1. They are the President and Secretary, respectively, of Alder Grove Charter School, a California nonprofit public benefit corporation, with California Entity Number 2851854.
2. Article TWO of the Articles of Incorporation of this Corporation is amended to read as follows:

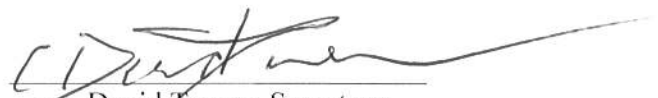
"This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools, including, but not limited to, Alder Grove Charter School."
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The Corporation has no members.

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

Date: 10/4/25


Tim Warner, President

Date: 11/4/25


David Turner, Secretary

Bylaws
of
Alder Grove Charter School

(A California non-profit public benefit corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this non-profit public benefit corporation is: Alder Grove Charter School (the “Corporation”).

ARTICLE II
PRINCIPAL OFFICE OF THE NON-PROFIT PUBLIC BENEFIT CORPORATION

Section 1. PRINCIPAL OFFICE OF THE NON-PROFIT PUBLIC BENEFIT CORPORATION. The principal office for the transaction of the activities and affairs of this Corporation is located in Humboldt County at 714 F St., Eureka, CA. The Governance Council 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 NON-PROFIT PUBLIC BENEFIT CORPORATION. The Governance Council may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this Corporation is to manage, operate, guide, direct and promote one or more California public charter schools, including Alder Grove Charter School (the “Charter School”), a California public charter school. 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 non-profit public benefit 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 non-profit public benefit 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. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rule of construction and definitions in the California Non-Profit Public Benefit 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.

Section 2. The Board of Directors shall be known as the Governance Council (“Governance Council” or “Council”). The Directors shall be known as Council members. These terms as used in these Bylaws are parallel to the terms Board of Directors and directors in the California Corporations Code.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Council member or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a non-profit fund, foundation, or association that is organized and operated exclusively for educational, public, or charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3), or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no members within the meaning of the Non-Profit Corporation Law.

ARTICLE VII GOVERNANCE COUNCIL

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Non-Profit 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 Governance Council.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Governance Council shall have the roles and responsibilities of:

- Finance:
 - Monitor fiscal solvency and management.
 - Approve budgets/spending and fiscal policies.
- Educational Program:
 - Monitor student performance.
 - Ensure curriculum aligns with mission as outlined in the charter.
- Personnel:
 - Hire/fire/evaluate the director.
 - Approve personnel policies.
 - Approve staffing recommendations and decisions.
- Facilities:
 - Enter into financing and building contracts.
 - Approve construction and remodeling of facilities.

To facilitate input from the Charter School teachers and parents/guardians, the Governance Council will delineate roles and responsibilities of the Charter School's Leadership Team.

Section 3. DESIGNATED COUNCIL MEMBERS. The number of Council members shall be no less than five (5) and no more than nine (9) unless changed by amendment to these Bylaws. In accordance with Education Code Section 47604(c), the chartering authority may appoint a representative to sit on the Governance Council. If the chartering authority chooses to do so, the Charter School may appoint another member to ensure that the Council is maintained with an odd number of Council members.

In addition to the number of Council members otherwise prescribed by these Bylaws, the Council may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

Section 4. RESTRICTION ON INTERESTED PERSONS AS COUNCIL MEMBERS. No persons serving on the Governance Council may be interested persons. An interested person is (a) any person currently being compensated by the non-profit public benefit corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; 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 this paragraph shall not affect the validity or enforceability of transactions entered into by the non-profit public benefit corporation.

Section 5. COUNCIL MEMBER'S TERM. Each Council member shall hold office unless otherwise removed from office in accordance with these Bylaws for three (3) years and until a successor Council member has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. Interested qualified candidates shall submit their name and any other requested information to the Charter School Director at least thirty (30) days before the date of election. Qualified candidates must be over 18 years of age.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. No corporate funds may be expended to support a candidate .

Section 8 ELECTIONS OF COUNCIL MEMBERS. (a) Council members shall be elected by sealed ballots no later than three (3) weeks before the Annual Meeting of the Governance Council. The ballot shall contain the names of all qualified candidates submitted to the Superintendent/Executive Director. (b) Each family unit with student(s) enrolled is entitled to one (1) vote. Each Charter School staff member and each member of the Governance Council is entitled to one vote. In the event a staff member or Council member is also a part of a family unit, that staff member or Council member shall not be entitled to an additional vote for being a Council member or staff member. In the event that students from any family reside in different households, each household shall be considered a separate family unit for voting purposes.

Section 9. EVENTS CAUSING VACANCIES ON COUNCIL. A vacancy or vacancies on the Governance Council shall occur in the event of (a) the death, resignation, or removal of any Council member; (b) the declaration by resolution of the Governance Council of a vacancy in the office of a Council member 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 Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of Council members; or (d) a Council member missing two (2) consecutive regular meetings without notice to the Council President within eight (8) hours of the scheduled meeting, or three (3) consecutive regular meetings with or without notice. Meetings missed while Council members are traveling on approved Charter School business are not counted for purposes of determining the number of meetings missed.

Section 10. RESIGNATION OF COUNCIL MEMBERS. Except as provided below, any Council member may resign by giving written notice to the President of the Governance Council. 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 Council member's resignation is effective at a later time, the Governance Council may elect a successor to take office as of the date when the resignation becomes effective.

Section 11. COUNCIL MEMBER MAY NOT RESIGN IF NO COUNCIL MEMBER REMAINS. Except on notice to the California Attorney General, no Council member may resign if the Corporation would be left without a duly elected Council member or Council members.

Section 12. REMOVAL OF MEMBERS. Any Council member, except for the representative appointed by the chartering authority, may be removed without cause by or with the written consent of the electing constituency. The representative appointed by the chartering authority may be removed without cause by the chartering authority or with the written consent of the chartering authority.

Section 13. VACANCIES. Any vacancy caused by the removal of an elected Council member shall be filled as provided in Section 9. A vacancy in the seat of an elected Council member, except for a vacancy created by removal may be filled by approval of the Governance Council. A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority. The term of a Council member filling a vacancy shall be the unexpired portion of the term

of the vacant seat.

Section 14. NO VACANCY ON REDUCTION OF NUMBER OF COUNCIL MEMBERS. Any reduction of the authorized number of Council members shall not result in any Council members being removed before his or her term of office expires.

Section 15. PLACE OF GOVERNANCE COUNCIL MEETINGS. Meetings shall be held within the physical boundaries of the county in which the greatest number of pupils who are enrolled in the charter school reside. A two-way teleconference location shall be established at each resource center.. All meetings of the Governance Council shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation (“Brown Act”) and Education Code section 47604.1.

Section 16. TELECONFERENCE MEETINGS¹. Members of the Governance Council 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 Governance Council shall participate in the teleconference meeting from locations within the physical boundaries of the county in which the greatest number of pupils who are enrolled in the charter school reside;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Governance Council 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 Governance Council participates in a meeting via teleconference must be fully accessible to members of the public, and members of the public shall be provided with an opportunity to address the Governance Council directly at each teleconference location;²
- e. Members of the public must be able to hear what is said during the meeting; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name as a condition to attendance at the meeting.³

¹ Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e) or 54953(f). Effective January 1, 2026, the teleconferencing requirements of Paragraph 16 shall not apply as provided in Section 54953(b)(4). Pursuant to Government Code Section 54953.8, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Sections 54953.8.2., 54953.8.3, or 54953.8.6.

² This means that members of the Governance Council 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.

³ The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the

Section 17. ANNUAL AND REGULAR MEETINGS. The Governance Council shall adopt a regular Council meeting schedule at the annual Governance Council meeting. The Governance Council shall have regularly scheduled meetings at least quarterly during the school year. At least 72 hours before a regular meeting, the Governance Council, 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. The Governance Council shall hold an annual meeting for purposes of organization, election of officers, adoption of the regular Council meeting schedule, and transaction of other business at the last regularly scheduled meeting each school year.

Section 18. AUTHORITY TO CALL SPECIAL OR EMERGENCY MEETINGS. Special or emergency meetings of the Governance Council for any purpose may be called at any time by the President of the Council or a majority of the Council members.

Section 19. NOTICE OF SPECIAL OR EMERGENCY MEETINGS. In accordance with the Brown Act, special meetings of the Governance Council may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Council members shall also receive at least twenty-four (24) hour notice of the special meeting, in the following manner: by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Council member or to a person at the Council member's office who would reasonably be expected to communicate that notice promptly to the Council member; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Council member's address, email address, or telephone number as shown on the Corporation's records.

In accordance with the Brown Act, emergency meetings of the Governance Council may be held without complying with the twenty-four (24) hour notice requirement for special meetings, for "emergency situations" as defined by Government Code Section 54956.5.

Notice of the time and place of special or emergency meetings shall be given to all media who have requested notice of special meetings in accordance with all relevant provisions of the Brown Act.

The notice shall state the time of the meeting, the place, and the business to be transacted at the meeting.

All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act.

Section 20. QUORUM. A majority of the Council members then in office shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the Council members present at a duly held meeting at which a quorum is present shall be an act of the Council, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) creation of and appointments to committees of the Council, and (b) indemnification of Council

meeting.

members. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Council members, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

Section 21. ADJOURNMENT. A majority of the Council members present, whether or not a quorum is present, may adjourn any Governance Council meeting to another time and place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the Council members who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. COUNCIL MEMBER STIPENDS AND REIMBURSEMENT. Council members who attend training or are conducting authorized council business may also receive reimbursement of expenses. All such costs shall be included in the Charter School's annual budgets. Council members have the option to decline reimbursements in writing to the Superintendent/Executive Director at the annual meeting or the individual member's first meeting.

Section 23. CREATION OF POWERS OF COMMITTEES. The Council, by resolution adopted by a majority of the Council members then in office, may create one or more committees, each consisting of two or more Council members to serve at the pleasure of the Council. Only committees comprised solely of Council members may exercise delegated authority of the Council. Appointments to committees of the Governance Council shall be by majority vote of the Council members then in office. The purpose, duties and structure of committees will be clearly delineated by the Council upon creation. Any such committee shall have all the authority of the Council, to the extent provided in the Governance Council's resolution, except that no committee may:

- (a) Fill vacancies on the Governance Council or any committee of the council;
- (b) Fix compensation of the council members for serving on the Governance Council or on any committee;
- (c) Amend or repeal bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the Governance Council that by its express terms is not so amendable or subject to repeal;
- (e) Create any other committees of the Governance Council or appoint the members of committees of the Council;

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Governance Council shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Governance Council 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 Governance Council 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 Governance Council may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Governance Council has not adopted rules, the committee may do so as long as the rules are consistent with the Bylaws of the Governance Council.

Section 25. NON-LIABILITY OF COUNCIL MEMBERS. No Council member shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Governance Council shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be comprised of a Chief Executive Officer, a President, a Vice President, a Secretary, and a Treasurer.

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 Chief Executive Officer or the President.

Section 3. ELECTION OF OFFICERS. The officers of the Corporation shall be elected by nomination and majority vote at the annual meeting of the Governance Council and shall serve at the pleasure of the Council, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold office unless otherwise removed from office in accordance with these Bylaws for three (3) years.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Governance Council 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 Council. 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, if any, 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. CHIEF EXECUTIVE OFFICER. The Chief Executive Officer, also known as the Superintendent/Executive Director, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation’s activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Chief Executive Officer shall have such other powers and duties as the Governance Council or the Bylaws may require.

Section 8. PRESIDENT OF THE COUNCIL. If a President of the Governance Council is elected, he or she shall preside at all Governance Council meetings and shall exercise and perform

such other powers and duties as the Governance Council may assign from time to time. If a President of the Governance Council is elected, there shall also be a Vice-President of the Governance Council. In the absence of the President, the Vice-President shall preside at Governance Council meetings and shall exercise and perform such other powers and duties as the Governance Council may assign from time to time.

Section 9. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President, if any, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Governance Council or the Bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Governance Council may direct, a book of minutes of all meetings, proceedings, and actions of the Council, and of committees of the Council. 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 Council members present at Governance Council and committee meetings; and the vote or abstention of each Council member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Corporation's Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Council, and of committees of the Governance Council that these Bylaws or law 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 Governance Council or Bylaws may require.

Section 10. 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 the Council members such financial statements and reports as are required to be given by law, by these Bylaws, or by the Council. The books of account shall be open to inspection by any Council member at all reasonable times.

The Treasurer shall (i) deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Corporation with such depositories as the Governance Council may designate; (ii) disburse the Corporation's funds as the Governance Council may order; (iii) render to the President, if any, and the Council, when requested, an account of all transactions as treasurer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Council, contract, job specification, or the Bylaws may require.

If required by the Council, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Governance Council for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH COUNCIL MEMBERS AND OFFICERS

Section 1. CONTRACTS WITH COUNCIL MEMBERS AND OFFICERS. The Corporation shall not enter into a contract or transaction in which a Council member directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation’s Council members are directors and have a material financial interest).

ARTICLE X LOANS TO COUNCIL MEMBERS AND OFFICERS

Section 1. LOANS TO COUNCIL MEMBERS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any Council member or officer; provided, however, that the Corporation may advance money to a Council member or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Council member or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XI INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its Council members, 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 Governance Council by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the Governance Council 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 Governance Council shall authorize indemnification.

ARTICLE XII 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 officers, Council members, employees, and other agents, to cover any liability asserted against or incurred by any officer, Council member, employee, or agent in such capacity or arising from the officer’s, Council member’s, employee’s, or agent’s status as such.

ARTICLE XIII 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 Council, and committees of the Council; and
- (c) Such reports and records as required by law.

ARTICLE XIV INSPECTION RIGHTS

Section 1. COUNCIL MEMBERS' RIGHT TO INSPECT. Every Council member 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. The inspection may be made in person or by the Council member's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. 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 Council members at all reasonable times during office hours.

ARTICLE XV AMENDMENTS TO BYLAWS

Section 1. AMENDMENTS TO BYLAWS. Subject to any provision of law applicable to the amendment of Bylaws of non-profit public benefit corporations, these Bylaws, or any one of them, may be altered, amended, or repealed and new Bylaws adopted by a majority vote of Council members present at a duly held meeting at which a quorum is present, unless the bylaw amendment would materially and adversely affect the Corporation or the Charter School, or would be inconsistent with the Charter School's charter, the Corporation's Articles of Incorporation, or any laws.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Alder Grove Charter School, a California non-profit public benefit corporation; that these Bylaws, consisting of twelve (12) pages, are the Bylaws of this non-profit public benefit corporation as adopted by the Governance Council on _____; and that these Bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Amended: 12/04/07
05/06/08

4898-2434-1815, v. 4

Alder Grove Charter School Conflict of Interest Code

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Alder Grove Charter School ("Charter School") 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 Charter School, as specifically required by California Government Code Section 87300.

II. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members and candidates, 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.

III. STATEMENT OF ECONOMIC INTERESTS: TIME OF FILING

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed below, 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 participate 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."

- A. Initial Statements. All designated employees employed by the Charter School on the effective date of this Code, as originally adopted, promulgated and approved by the Charter School, shall file statements within 30 days after the effective date of this Code. Thereafter, each person in a position that becomes by an amendment to this Code a "designated employee" shall file an Initial Statement within 30 days after the effective date of the amendment.
- B. Governing Board Candidates. Candidates for election to the governing board shall file statements within 5 days after the final date for filing nomination petitions.
- C. Assuming Office Statements. All persons assuming designated positions after the effective date of this Code shall file statements within 30 days after assuming designated positions.
 - 1. Annual Statements. All designated employees shall file statements no later than **April 1.**
 - 2. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.
 - 3. Statements for Persons Who Resign 30 Days After Appointment. Persons who resign within 30 days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become

entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an Assuming or Leaving Office Statement.

4. Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy and forward the original to the County Board of Supervisors.

IV. STATEMENTS OF ECONOMIC INTERESTS: CONTENTS OF AND TIME PERIOD COVERED BY THE STATEMENTS

- A. Contents of Initial Statements. Initial Statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.
- B. Contents of Assuming Office Statements. Assuming Office Statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office and income received during the 12 months prior to the date of assuming office.
- C. Contents of Annual Statements. Annual Statements shall disclose any reportable investments, interest in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first Annual Statement shall begin on the effective date of the Code or date of assuming office, whichever is later. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.
- D. Contents of Leaving Office Statements. Leaving Office Statements shall disclose reportable investments, interest in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.

V. STATEMENTS OF ECONOMIC INTERESTS: MANNER OF REPORTING

A. Investment and Real Property Disclosure

When an investment or interest in real property is required to be disclosed, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property; and
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer. Reportable investments or interest in real property do include those in excess of one thousand dollars (\$1,000) held by the filer's spouse and dependent children as well as a pro rata share of any

investment or interest in real property of any business entity or trust in which the filer, spouse and dependent children together own a direct, indirect or beneficial interest of 10% or more.

B. Personal Income Disclosure

Personal income is required to be reported under this Code, the statement shall contain the following:

1. The name and address of each source of income aggregating \$250 or more in value or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), or greater than ten thousand dollars (\$10,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift and the date on which the gift was received; and
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

C. Business Entity Income Disclosure

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity; and
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such a person was equal to or greater than ten thousand dollars (\$10,000).

D. Business Positions Disclosure

When reporting business positions, a designated employee shall list the name of each business entity not specified above in which he/she is a director, officer, partner, trustee, employee, or in which he/she holds any position of management; a description of the business activity in which the entity is engaged; and designated employee's position with the business entity.

VI. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School 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 or on:

- A. Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth one thousand dollars (\$1,000) or more.

- B. Any source of income totaling two hundred fifty dollars (\$250) or more provided or promised to the designated employee within twelve months prior to the decision. (This category does not include gifts or loans made at regular rates by commercial lending institutions.)
- C. Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or any kind of manager.
- D. Any donor of gifts totaling \$250 or more in value provided or promised to the designated within twelve months prior to the decision; any intermediary or agency for such a donor.

No designated employee shall be prevented from making or participating in any decision to the extent that his/her participation is legally required for the decision to be made. (The need to break a tie vote does not make the designated employee's participation legally required.)

VII. 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 the Charter School Director, 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

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall then refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws (see, Article X (Contracts With Directors)).

VIII. DEFINITION OF TERMS

As applicable to a 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.

passed 12/12/06

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e. categories 1, 2, and 3).
 - A. Members of the Governing Board
 - B. Candidates for Member of the Governing Board
 - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary)
 - D. Director of Charter School
 - E. Consultants¹
 - F. Other Employees²
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
 - A. Business Manager
 - B. Other Employees³
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
 - A. Director of Technology
 - B. Contractor
 - C. Other Employees⁴

¹ The Director 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 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 Director's determination is a public record and shall be retained for public inspection in the same manner and location of interest code.

² "Other Employees" include any employee occupying a position that requires the employee to make a governmental decision that foreseeably and materially affects a personal financial interest, source of income, or a business position in a business entity.

³ "Other Employees" include any employee with authority to make purchases that may foreseeably and materially affect an investment and/or business position in business entities or who are in a position to influence a governmental decision that may foreseeably and materially affect an investment and/or business position in a business entity.

⁴ "Other Employees" include employees with authority to make purchases that may foreseeably and materially effect investments and business positions in business entities which provide services, supplies, materials, or equipment in which the employee has authority to purchase.

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property, if the fair market value of the interest is greater than \$1,000.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

(No investment or interest in real property is reportable unless its fair market value exceeds \$1,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$250 or more in value or \$50 or more in value if the income was a gift during the preceding 12-month reporting period.)

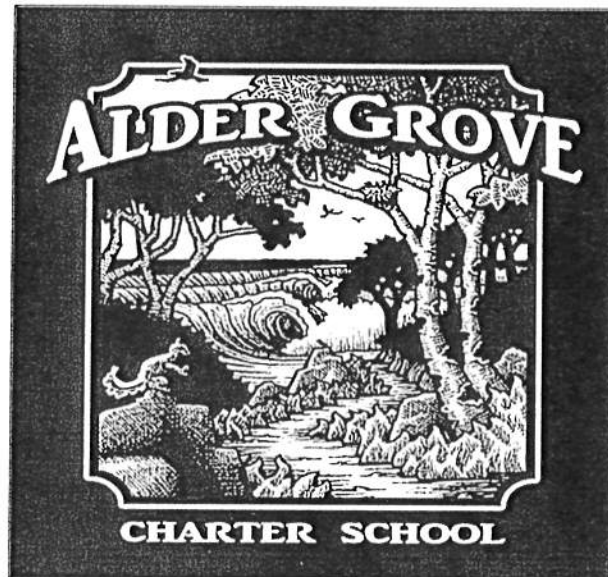
Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Director. Investments include the interests described in Category 1.

Parent Handbook



Our Mission is to Provide Students with
Personalized Learning and to Support
Parental Choice in Education

OUR PURPOSE

Alder Grove Charter School is an independent study charter school that provides public education for parents of students who choose to educate their children in the home environment. We believe individual differences and the uniqueness of each child are to be supported and celebrated.



CONTACT INFORMATION

Alder Grove Charter School
714 F Street
Eureka, CA 95501

Phone: 707-268-0854
Fax: 707-268-0813

www.aldergrovecharter.org

ADMINISTRATION

Tim Warner
Administrator
tim.warner@aldergrovecharter.org



OUR COMMITMENT TO YOU

Our mission is to support you as you make choices regarding your child's education. In order to do this, we provide you with a Credentialed Teacher (CT), who is your primary connection to the school and your first source of information. A CT must meet face-to-face with the student and parent at least once every 10 school days.

Your CT should answer any questions that you have about the school. If s/he is unable to immediately answer your question, s/he will research the answer and get back to you. If at any time you feel that you are not getting adequate help from your CT, please let her/him know. If that does not resolve the issue, please contact the director at the school office.

Options for your student's education include a wide variety of instructional materials and services. Your CT can explain the options available in our resource center and on our approved vendor list.

We have a list of vendors from whom you may choose curriculum and supplies. Your CT will evaluate your student's needs and help you select the best curriculum. You are welcome to collect catalogs from our vendors and find items yourself, or you can ask your CT to select appropriate educational items for you. Your CT will place all orders and keep track of the amount of funding available for each of your students. If you would like to use a vendor not on our list, let your CT know.

We administer all California mandated tests. These tests are state and federally mandated and essential for the continued operation of our school.

Alder Grove students will also take school-wide standards based assessments twice each school year.

A monthly newsletter will be provided by mail or email to all Alder Grove families. It is also available on the school website. It is a valuable source of current information regarding the school.

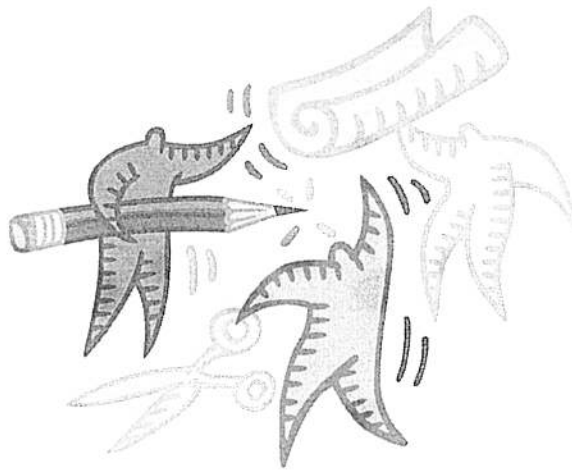
A NOTE ABOUT OUR SCHOOL AND VOLUNTEERING

Alder Grove Charter School has experienced many successes. The driving force behind its success is the desire to create a public school in Humboldt County with solid educational standards that honors parent choice.

The requirements placed on public schools by local, state and federal governments are monumental. Without conscientious and reliable volunteers, a public school cannot exist. Without volunteers filling positions, Alder Grove cannot continue the excellent service it provides to students and families.

The best way to understand how Alder Grove is run and how public funds are used in education is by becoming involved. Experience is not required. Becoming a **Governance Council Member** or joining the **Leadership Team** is an excellent way to make a difference and help continue to have a successful charter school. Both groups meet regularly, meetings are open to the public, and public comment is welcome.

Please consider becoming involved. The future of our school depends on it.



ENROLLMENT INFORMATION

Parents are required to attend a mandatory school orientation prior to their student(s) being enrolled.

Enrolling students will be assigned a Credentialed Teacher (CT) who will be their main liaison with the school and will help the family complete all necessary paperwork for enrollment.

During the initial meeting, the CT and parent will discuss the role of the CT in the education of the students. Parents are able to take full responsibility for choosing curriculum, and giving assignments and instruction to their students. As long as the students are making adequate progress as determined by the CT, he or she will serve more as a facilitator. The parent may also choose to have the CT be responsible for choosing curriculum and giving assignments and instruction. These responsibilities may also be divided in any number of ways. For example, the CT chooses curriculum for some subjects and the parent chooses for others.

At the initial enrollment meeting, the parent and student will be advised of current on-campus classes offered by the school that may be helpful and fun. Curriculum options will also be discussed and the student's curriculum will be checked out from the resource center or ordered. If the student's curriculum needs to be ordered, the student will be given enough materials or assignments for the first 3-4 weeks of school.

All students will be assessed upon enrollment. Students that are performing below grade level on initial assessments or prior year state-mandated assessments will be required to develop an Academic Support Plan with their CT. Academic Support will be required for all low performing students. Once the plan is made and signed, the student, parent and CT will be expected to fulfill their obligations. Failure to do so by the parent, student or CT will result in an intervention (see Intervention Procedure below).

Students entering TK / Kindergarten, or students enrolling in a California public school for the first time are required by California law to provide the following:

- A copy of the student's Birth Certificate
- An up-to-date Immunization Record or signed medical waiver for students grades TK, K, 1st, 7th, and 8th.
- A Report of Health Examination for School Entry Form for students never before enrolled in a CA public school regardless of grade.
- An Oral Health Assessment Form by May 31st of the students 1st year in CA public school regardless of grade.

INTERVENTION PROCEDURE

If a student is not fulfilling the requirements as specified in the Master Agreement or Academic Support Plan, an intervention with the student, CT, parent(s) and director will be held. Attendance is generated by the amount of work a student completes. If, in the professional opinion of the CT, the student is not completing enough work, has missed meetings or academic support classes, the student could be considered truant and an intervention meeting will be held. The CT will contact the director to schedule an intervention and a letter will be sent to the parent. If the parent and student contact the CT and resolve the problem upon receipt of the letter, no intervention will be held.

ON-CAMPUS CLASS DISCIPLINE POLICY

On-campus classes at Alder Grove are optional. Students should come with an attitude of readiness and a willingness to participate. If a student refuses to cooperate or otherwise disturbs the learning environment for others, the parent may be called to pick up the child.

- Students should arrive no earlier than 10 minutes before class begins and should be picked up when class is over. Students who are picked up more than 10 minutes late will not be monitored.
- Parents should pick up their students inside the building where the students will be waiting.
- Parents and other visitors (including un-enrolled students) should not be in the building until classes are over, except to volunteer or observe classes with teacher permission.

In order to ensure a safe, friendly, and educational environment for all of our students, these guidelines should be followed:

- Students will treat each other and adults respectfully.
- There will be no bullying allowed.
- Students will use appropriate language for a classroom environment.
- Students will not engage in rough play that may endanger other students.
- Students will not engage in sexual harassment. Verbal, visual, or physical conduct that includes threats, pressure, or demands will not be allowed.
- Students will not engage in behavior that damages or has the potential to damage property.

Teachers and Administration will determine an appropriate consequence if a student disregards these expectations. Possible outcomes include:

- Meeting with student and/or parent.
- Developing a specific behavior plan.
- Suspending the privilege of attending on-campus classes.

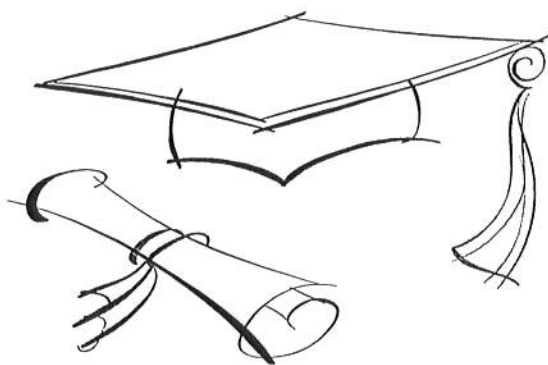
GRADUATION REQUIREMENTS

The goal of Alder Grove Charter School, in partnership with the community, is to provide an exceptional education that prepares students to be successful members of society. Therefore, the graduation requirements stated below have been established. The graduation requirements encompass the knowledge, abilities, and experience necessary to develop the essential aptitudes and skills of successful participants in today's society: development of character, communication, citizenship, intellect, self-direction, teamwork, well-being and productivity.

Students will be provided with assistance to tailor the requirements according to meet their individual needs and abilities. Students must demonstrate proficiency in reading comprehension, writing and mathematics. Those students not proficient will be required to attend Academic Support classes.

A College and Career Counselor is available on-campus to answer any questions parents and students have. Information regarding SATs, college searches, and scholarship information can be found at: www.collegeboard.org and www.aldergrovecharter.org/college.php

In addition to the Alder Grove graduation requirements, students must complete all other state and local mandated requirements.



GRADUATION REQUIREMENTS (continued)

Subject Area	Alder Grove Diploma Requirements	Credits
English	Four years	40
Math	Two years including Algebra I	20
Social Science	Three years including: one year World History, one year US History, half year Economics and half year US Government/Civics	30
Science	Two years including Biological and Physical Sciences.	20
Foreign Language	One year of either Foreign Language or Visual and Performing Arts.	10
OR		OR
Visual and Performing Arts	One year of either Foreign Language or Visual and Performing Arts.	10
Other requirements	Half year Health	5
	Half year Career/College Readiness	5
	Two Years Physical Education	20
Electives	70 credits	70
Total	220 credits	220 credits

CSU & UC ADMISSION REQUIREMENTS

Subject Area	Alder Grove Diploma/Community College Requirements	CSU Requirements for Freshman Admission	UC Requirements for Freshman Admission
English	Four years	Four years of approved courses	Four years of approved courses
Math	Two years including: Algebra 1	Three years including: Algebra 1, Geometry and Algebra 2	Three years including: Algebra 1, Geometry and Algebra 2 Four years recommended
Social Science	Three years including: one year World History, one year US History, half year Economics and half year US Government/Civics	Two years including: One year of US History or half year of US History and half year of Civics or Government and one year of other approved Social Science	Two years including: One year of US History or half year of US History and half year of Civics or Government and one year of World History, Cultures and Geography
Science	Two years including Biological and Physical Sciences	Two years including one year of Biological and one year of Physical Science with Lab	Two years with lab required chosen from Biology, Chemistry and Physics Three years recommended
Foreign Language	One year of either Foreign Language or Visual and Performing Arts	Two years in same language	Two years in same language Three years recommended
Visual and Performing Arts	One year of either Foreign Language or Visual and Performing Arts	One year of Visual and Performing Arts chosen from the following: Dance, Drama/Theater, Music or Visual Art	One year of Visual and Performing Arts chosen from the following: Dance, Drama/Theater, Music or Visual Art
Other requirements	Half year Health Half year Technology Two years Physical Education Half Year Career/College Readiness		
Electives	70 credits	One year chosen from approved academic courses.	

EXPECTED STUDENT LEARNING OUTCOMES

Alder Grove Charter School Graduates are:

Aware and confident in their individual abilities, interests and talents and are able to use these individual interests, abilities and talents to successfully transition to the work force or higher education.

Lifelong Learners who meet or exceed California graduation requirements, develop and utilize study and research skills, and demonstrate proficiency in state content standards.

Digital technology users who have the ability to critically evaluate information and use technological tools to enhance their personal and career life.

Effective problem solvers/critical thinkers who are able to research, identify, access and organize data effectively to arrive at informed conclusions and understand and apply principles of consumer economics

Ready to transition to career or college, with an idea of how to learn what they need in order to have a happy, fulfilling life.



INSTRUCTIONAL FUNDS POLICY

State funding is provided to each enrolled student in the charter school in order to provide for the education of the student in required academic and elective areas. Each family will work closely with their CT to determine the best use of student resources to achieve these goals. Students must have curriculum for all core subject courses (Language Arts, Mathematics, Science and Social Studies) before funds are spent on elective courses. Students must be making academic progress in core subject areas as shown on school assessments, student work samples and CT observations before funding for non-core classes will be approved. It is recognized that the amount provided for the education of each child may not adequately cover all costs of education; a student's parents may need to pay additional fees for music or sports participation or purchase necessary school supplies.

Average Daily Attendance (ADA) funding is received for the purpose of supporting new learning for a student and some minimal practice of those newly learned skills. Therefore, ADA funding may be spent for basic educational items that support new student learning.

All materials purchased by the school for student use must be on a Learning Record for that student during that school year or returned unused to the school.

Materials must be used to meet student standards for the student for whom the materials are being purchased.

Students have wide flexibility in the types of curriculum, supplies and materials they are allowed to purchase with their educational funding. Examples include magazine subscriptions, science kits, some on-line tutorials, basic school supplies (printer ink and paper, pens, pencils, etc.) and much more. Talk to your CT if you have any questions.

The following purchases are acceptable:

Basic school supplies adequate for learning basic course skills, e.g. textbooks, workbooks, paper, pencils, books, etc.

Enough basic raw materials (not top-of-the-line) for learning basic or new course skills in one learning record documented educational project, e.g. paint, beads, yarn: enough for one project. Exception: no food purchases allowed. Ink cartridges are limited to 1 per student per semester and reams of paper are limited to 2 reams per student per semester. Your CT is responsible for monitoring the quantities of items purchased.

Basic equipment (not top-of-the-line) for documented learning as needed by student, e.g. sewing machine (if available), microscope, math manipulatives, camera.

The following types of items are unacceptable:

- Furniture (book shelves, large white boards, etc.)
- Computer parts, equipment and software upgrades
- Ready-made clothes or jewelry
- Toys with no educational value
- Personal hygiene items
- Personal PE items: skis, bicycles, tricycles, balance beams, swings, scooters etc.
- Home and Office Equipment: faxes, copiers, phones, dictation equipment, TVs
- Kitchen Equipment: popcorn poppers, trays, plates, silverware
- Yard Equipment: grass watering kits, garden ponds, swimming pools, yard tools, etc.

Materials must not be sectarian or denominational. Here are some vendors to be particularly careful about when ordering:

- Yesterday's Classics Publisher
- Rainbow Resource Center
- Beautiful Feet Books
- Sonlight Curriculum
- Home Science Tools
- Love to Learn
- Winter Promise
- Timberdoodle
- Institute for Excellence in Writing
- Learning Things
- In the Hands of a Child
- Nature's Workshop Plus

The following types of items are unacceptable:

- Religious materials of any type, e.g. books, CD ROMs, CDs, DVDs, curriculum, posters, etc.

The following curriculum is religious based and unacceptable to order:

- Bob Jones University
- Abeka
- Alpha Omega
- Horizon math (grade 3+) and Health
- Switched on Schoolhouse CD-Roms
- Apologia
- D.I.V.E. CD's (Saxon math support)
- Rod and Staff
- Memoria Press
- My Father's World
- Homeschool in the Woods
- Christian Liberty Press
- Pathway Publishers
- Common Sense Press
- Bright Ideas Press
- Moody Publishers
- Logos School
- Veritas Press
- C.P.R Publishing
- LLATL= Learning Language Arts Through Literature
- Christian Logic (publisher)
- Reading to Learn Series (Christian Light Edu.)

Materials must not expose the CT or student to danger or serious injury. The following types of items are unacceptable:

- Poisons
- Knives/Razor Blades/ X-acto Knives
- Bows and Arrows
- Darts
- Trampolines
- Swimming Pools
- Rocket Engines
- Weapons
- Power Tools / Wood Burning Equipment/ Carving Tools
- Welding Equipment





Frequently Asked Questions

What is Alder Grove Charter School?

Alder Grove Charter School is a public school, funded through California state educational funds. There is no charge for our school program.

How is Alder Grove different from other public schools?

The primary goal of our school is to maximize parent choice in the education of your own child. We are a personalized learning school, which means we allow for a wide variety of instructional approaches, learning styles, abilities, and interests that are difficult to accommodate in a traditional setting. Our students are primarily taught by their parents in their own home. We also offer a range of individualized, independent study options for students needing more teacher support; for example, if a student is not performing at grade level, they can utilize our math lab and writing labs and participate in our reading intervention program.

How do I know what to teach my child?

We help parents tailor the learning environment to their child, creating a truly personalized program. We provide parents with a credentialed teacher (CT) to guide and assist them with curriculum choices and strategies, while allowing parents to choose instructional material that reflects their attitudes, values, and beliefs.

What if I have a problem?

Your CT is there to guide you and provide assistance every step of the way. Every CT is available through email or by phone. You will meet with him or her at minimum every 10 school days and at maximum one hour each week to discuss your child's progress and any difficulties you may be experiencing. If you think that your child would benefit from additional one-on-one tutoring talk to your CT.

Where do I get curriculum?

Students are allotted educational resource funds which are managed by your CT. Together, you and your CT will determine how to best use these funds for your child's education. Funds may be used for curriculum, books and school supplies, classes at the learning center, classes with community vendors, private tutoring and field trips. Your CT will explain all the different options available to you. All materials remain the property of Alder Grove and must be returned if you transfer to another school.

How do I enroll my child?

The new student orientation is the first step in enrolling. You can sign up for one of two sessions offered every week. After this session, you will be assigned a teacher who will contact you to set up an enrollment meeting.

I'm not ready to enroll, but I need more information.

Our website, www.aldergrovecharter.org, has lots of information to help you decide if our school is a good fit for you and your family. If you have further questions, or would just like to speak to one of our teachers to find out if our school is right for your child, please call us at 707-268-0854.

What are your school's philosophies and goals in educating my child?

The Alder Grove Charter School will enable students to become competent, productive, literate, self-motivated, lifelong learners by providing students and parents the opportunity to design a customized curriculum that is relevant, takes learning styles into consideration, embraces the students' interests and addresses the California State Standards. This approach is known as Personalized Learning. Parents will be assisted, guided, directed and encouraged to be the finest teachers for their children. The school will provide unique enrichment opportunities and diverse resources, including technology, to students so they may develop their academic potential and discover and pursue their unique interests, talents, and passions in life.

Am I, as a parent, solely responsible for my child's education?

No. When you agree to enroll your child in our charter school, you accept responsibility for your child's education, and you become the primary facilitator in your child's learning program. However, you are not solely responsible for facilitating your child's educational program. You and your CT work in partnership to establish the educational opportunities for your child along with having access to the supporting services, staff, and resources of your charter school.

Is there a particular type of curriculum we are required to use?

No. There is no required curriculum. Students are given great latitude in what they learn, as long as they demonstrate adequate and appropriate progress. You may choose from a wide variety of curricula to fit your child's needs. For high school students who are college bound, there will be some specific course work required by most colleges, with the exception being our California community colleges.

Do you offer any on-campus classes?

Yes, we offer the following voluntary on-campus courses: enrichment classes for our K-5 students, math and science classes for middle school students, and core subject courses are offered for high school students. In addition we offer courses in performing arts. On-campus courses are voluntary and not required.

Do you offer any online classes?

Yes. Students can take online classes through BYU, K12, CyberHish, and Scout (many a-g approved). There are also numerous free, online educational websites, including Khan Academy, of which many students take advantage.

Can my high school student take classes at College of the Redwoods?

Yes. We offer concurrent enrollment at CR. We pay for all textbooks and classroom materials. In many cases, based on family income, tuition is waived. However, if your student does not qualify for a tuition waiver, then Alder Grove will pay for CR classes out of your student's budget. Students are limited to 11 credits a semester at CR and must complete at least 20 high school credits with Alder Grove per semester as well.

Do you offer field trips?

Alder Grove offers frequent field trips based on grade levels. We tour local farms, businesses and factories. We attend theatrical and musical shows through HSU Center Arts. We have been kayaking, zip lining, river rafting, bowling, and rock climbing. In addition science, nature, and history excursions are planned throughout the year. Parents or legal guardians are responsible for transportation to and from field trip locations.

Are students required to take standardized tests? If so, at what grade levels?

Yes. According to California state law our public charter school must administer all state-mandated tests. All students in grades 3-8 and 11 will take the Smarter Balanced online assessment in Math and Language Arts. Students in grades 5, 8, and 10 will take a Science test (CAST). Students in grades 5, 7, and 9 participate in a PE test each spring.

When during the school year are the standardized tests given?

The tests are generally administered during the spring. However, the specific test dates will vary by exam and may not be established until sometime during the current school year. Please check with your CT or our website for the specific dates and times assigned for your region.

Are students required to be graded on their work and/or have report cards?

School policy requires grades for students grades 7-12 at the end of each semester. Traditional institutions such as other high schools, colleges, universities, service branches, etc. may require a transcript for admission. High School report cards are created by the CT. Be aware that there is a difference between transcripts and report cards. A report card is the CT's report of grades. A transcript is an official document, embossed with the school stamp, which is issued by the charter school office. It shows all attempted high school courses, grades and credits awarded, and is accepted as an official record by other institutions. Our charter school does not provide transcripts for kindergarten through eighth grade students. Report cards for K-6 are standards aligned and measure growth toward standards, as opposed to letter grades.

Who does the grading and upon what is it based?

The CTs are responsible for evaluating your child's progress toward the state standards. Their professional evaluation is based upon your child making adequate and appropriate progress. Your recommendations for grades will be considered by the CT.

Are there other ways besides grades that my child's work is evaluated and documented?

Yes. While all students will achieve the required standards by graduation, not all will progress at the same rate. Evaluation of that progress is based on individual abilities, interest, and talents. Methods by which student progress is assessed will be through a variety of the following: CT monthly review of all work; parent facilitator and CT observation; current state mandated assessment tool; norm and criterion referenced tests; and student demonstrations, grades, and work samples.

Is my child expected to perform as well academically as in a traditional public school?

Yes. One of the goals of establishing charter schools as an alternative to traditional public education is to demonstrate that students will perform at least as well, if not better, than students in traditional California public schools. For our charter school to continue operating we must demonstrate above average academic performance to the state of California.

Is my child expected to learn and progress academically at the same rate as other students in your school?

No. One of the wonderful advantages of a charter school is the flexibility to facilitate learning programs that are tailored to each individual student's needs and the recognition that students learn both by different styles and at different paces. While there is great latitude in what students learn, the expectation is for students to continually engage in the learning process.

I want my child to have a home-based education, but I'm not equipped to teach her all of the subjects she needs. How can your program help me?

We do not expect the parent to be the only teacher. Many of our educational alternatives provide for others to teach your child. It is the parent's decision how much of the teaching he/she will do. Our independent study option gives the CT most of the responsibility for facilitating and monitoring your child's learning program, although it is your responsibility to provide a quiet place to work and to monitor work each day. If you choose this option, the instructor will be responsible for giving assignments and correcting work, in addition to keeping a record of your child's learning. Our web site and curriculum guides have curriculum suggestions, and there are parent meetings scheduled featuring speakers with information to help you with your homeschooling. On-campus small group instruction, math labs, and tutors are also available. Your CT can answer any questions that you may have regarding additional assistance with instruction.

How do you keep track of my child's attendance?

Your CT will give you a monthly attendance record to keep in your home on which to record daily attendance. He/she will collect the attendance record each learning period.

Do I have to fill in my child's monthly attendance record every day or can I fill it in all at once?

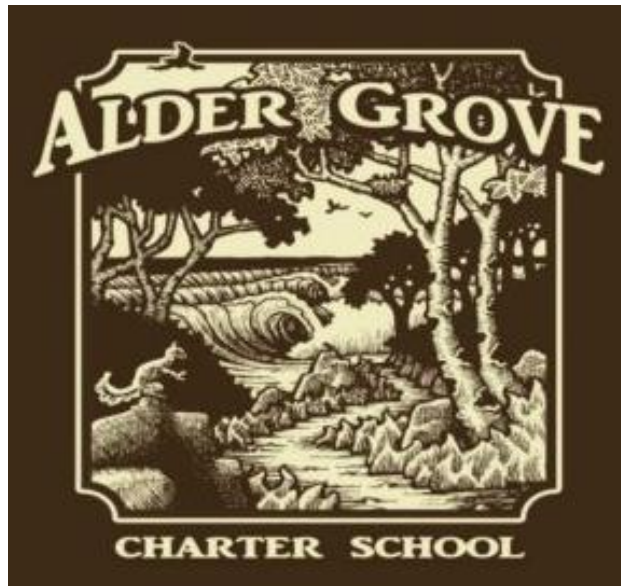
Yes, by California State law you must fill in your child's monthly attendance record every day. It should include one activity or assignment your child completed that day using a past tense verb. For example: Completed all written problems in lesson 3 of math text.

How long must my child be in school each day?

As a charter school we are held accountable for the performance or achievement of our students (performance-based) rather than traditional methods of attendance accounting based on "seat time." Therefore, there is no time requirement, just the expectation that the student continue to learn and progress daily. You are free to structure your child's learning in a way that best suits his/her learning style and individual needs. We have found that usually 3-6 hours per day of time is usually sufficient to meet all assignment requirements.

If I have specific questions about your educational expectations, who can I contact?

Your CT is most qualified to answer the majority of your questions regarding educational expectations and responsibilities.



Employee Handbook 2023-2024

714 F Street
Eureka, CA 95501

Phone: 707-268-0854

Website: <https://aldergrovecharter.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE SUPERINTENDENT.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please print or tear out, sign/date, and return to the School, and retain this Handbook for your reference.

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APPENDIX A Harassment/Discrimination/Retaliation Complaint Form

APPENDIX B Internal Complaint Form

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Alder Grove Charter School (hereinafter referred to as “AGCS” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. AGCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Superintendent/Executive Director (hereinafter referred to as “Superintendent”).

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Superintendent. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

AGCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical (including HIV and AIDS) or mental disability;
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. AGCS will then conduct an investigation to identify the barriers that

interfere with the equal opportunity of the applicant or employee to perform the job. AGCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any 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.

AGCS will provide annual training on the mandated reporting requirements, using the online training module provided by the school, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Superintendent.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

AGCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, AGCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or

presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Certification and Licensure of Instructional Staff

All teachers are required to hold and maintain a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. It is the responsibility of all instructional staff to provide such certificate, permit, or other documentation to the Superintendent no later than the close of business prior to the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to the Superintendent. Failure to maintain a credential required of the position may result in the employee being placed on a temporary unpaid leave, and/or released from at-will employment.

Professional Boundaries: Staff/Student Interaction Policy

AGCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;

6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.

- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Superintendent about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

AGCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. AGCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical (including HIV and AIDS) or mental disability; medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

AGCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and administration) or third party (including independent contractors or other person with which the School does business). Supervisors and administrators are to report any complaints of unlawful harassment to the Superintendent or designee.

When AGCS receives allegations of unlawful harassment, discrimination, or retaliation, the

Superintendent or designee or the Board (if a complaint is about the Superintendent) will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. AGCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

AGCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual

harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Superintendent or designee. See **Appendix A** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix B** for the general “Internal Complaint Form.”

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate AGCS policy.

Whistleblower Policy

AGCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

AGCS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other AGCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Superintendent, or the Board of Directors, 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. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

The AGCS facility is a no smoking facility.

THE WORKPLACE

Work Schedule

Business hours are normally 8:00 a.m. – 4:30 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is seven (7.5) hours; the regular workweek schedule is thirty-seven and one-half (37.5) hours. Office staff daily schedules will be set at the beginning of the new school year. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and AGCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Make-Up Time

Employees may request in writing that they be able to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work may only be performed in the same workweek in which the work time was lost and must not exceed eleven (11) hours of work in one (1) day or forty (40) hours of work in one (1) week. Employees shall provide a signed, written request for each occasion that they make a request to make up work time, and authorization is within the sole and unreviewable discretion of the School. Make-up time is not encouraged.

Employee Classification

The School's employees are classified in the following categories: exempt or nonexempt, and full-time, part-time, or temporary.

- **Exempt:** Exempt employees are those employees with job assignments that meet exemption tests under applicable law, making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

- **Nonexempt:** Nonexempt employees are those employees with job assignments that do not meet exemption tests under applicable law. Thus, these employees are paid overtime wages for authorized overtime worked in accordance with the law.
- **Full-Time:** Full-time employees are those employees who are scheduled to work at least thirty-seven and one-half (37.5) hours in a week, or teachers who are assigned at least twenty-four (24) students.
- **Part-Time:** Part-time employees are those employees who are scheduled to work less than thirty-seven and one-half (37.5) hours in a week.
- **Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than three (3) months.

Part-time and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

Lactation Accommodation

AGCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

AGCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone or email the Superintendent or designee as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Superintendent sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days

without notifying the Superintendent will be considered a voluntary resignation from employment.

Time Cards/Records

By law, AGCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Superintendent or designee to make the correction and such correction must be initialed by both the employee and the Superintendent.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

Nonexempt employees are not entitled to be paid for attending lectures, meetings, training programs and similar activities if all of the following four (4) criteria are met:

- Attendance is outside of the employee's regular working hours;
- Attendance is in fact voluntary;
- The course, lecture, or meeting is not directly related to the employee's job; and
- The employee does not perform any productive work during such attendance.

If any of the criteria are not met, nonexempt employees are entitled to compensation for time spent in training or attending meetings.

All mandatory trainings, lectures, and meetings will be identified as such. The School will not pay nonexempt employees for attendance at voluntary trainings. If an employee is unsure about the characterization of an offered training, lecture, or meeting, they must contact the DSuperintendent before attending.

Time records of all nonexempt employees must accurately reflect attendance at all mandatory trainings, lectures, and meetings outside of regular working hours. Any hours in excess of eight

(8) in a day or forty (40) in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

Use of Email, Voicemail and Internet Access

AGCS will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. AGCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Personal Business

AGCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;

- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

AGCS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.
2. Pants and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
3. Skirts and dresses should be no higher than three (3) inches above the knee.
4. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
5. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
6. Appropriate shoes must be worn at all times.

Health and Safety Policy

AGCS is committed to providing and maintaining a healthy and safe work environment for all employees.

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 the Superintendent or designee any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

AGCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Superintendent or designee. Employee desks or offices should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Superintendent when keys are missing or if security access codes or passes have been breached.

School Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives, and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, workstations, lockers, file cabinets, computers, telephone systems, email systems, and other storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment, or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action up to and including dismissal.

Occupational Safety

AGCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. AGCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Superintendent or designee to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Superintendent or designee. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Superintendent and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and

administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. AGCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent. AGCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled twice per month for non-exempt employees and monthly for exempt. If an employee observes any error in his or her check, it should be reported immediately to the Superintendent.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Superintendent will discuss the situation with the employee.

Medical Benefits

Full-time certificated and classified employees are eligible for health insurance benefits in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD"). For credentialed teachers, full-time is considered to be twenty-four (24) students. Part-time credentialed teachers serving at least twelve (12) students will have the option of enrolling in the insurance plan on a pro-rated basis. The School's Board will determine the annual maximum employer healthcare contribution. The Employee will be provided this amount at time of enrollment, at Open Enrollment annually, and from the Main Office upon request.

Employees are responsible for paying any premium amounts in excess of the maximum employer healthcare contribution taking into account any pro-ration. If the health insurance

premium rates increase, employees may be required to contribute for the increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of one (1) month or more are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

AGCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. AGCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- AGCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Superintendent or direct supervisor. Most performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Superintendent or direct supervisor, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Superintendent or direct supervisor within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Superintendent or direct supervisor will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. AGCS's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Superintendent or designee advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. AGCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Superintendent. Only the Superintendent or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an

arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

AGCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- International Women's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Superintendent or designee. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

AGCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused ~~vacation pay~~ personal leave, provided that the ~~vacation pay~~ personal leave was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other

emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each work year. Furthermore, all full-time employees will accrue additional sick leave per month worked for a total of up to eleven (11) days per full work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- **Employee Eligibility Criteria**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of

additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
 - Pay during FMLA/CFRA Leave
 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as ~~vacation~~ or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

AGCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent

extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family

member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 $\frac{1}{3}$ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 $\frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 $\frac{1}{3}$ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

AGCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. AGCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with AGCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

AGCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Superintendent or designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Superintendent; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. AGCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (“EMS”) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Superintendent or designee and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.
- Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

AGCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, AGCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

AGCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of paid bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

If any employee requires more than five (5) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued ~~vacation~~ leave time, which may be granted at the discretion of the School.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Superintendent at least two (2) days notice.

School Appearance and Activities Leave

As required by law, AGCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of AGCS, the employee that first provides the leave request will be

given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

AGCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following

purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide AGCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide AGCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, AGCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Superintendent.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Superintendent thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Superintendent.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of ~~management~~ administration, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its

- efficient operations.
- 24. Refusal to speak to supervisors or other employees.
- 25. Dishonesty.
- 26. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. AGCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Superintendent regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Superintendent or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Superintendent or designee:

1. The complainant will bring the matter to the attention of the Superintendent as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Superintendent or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Superintendent, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Superintendent or Board President (if the complaint concerns the Superintendent) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Superintendent (or designee) shall abide by the following process:

1. The Superintendent or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Superintendent (or designee) finds that a complaint against an employee is valid, the Superintendent (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Superintendent (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Superintendent's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Superintendent or designee, or Board (if a complaint is about the Superintendent) will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

AGCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Superintendent or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AGCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by:_____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____



Alder Grove Charter School

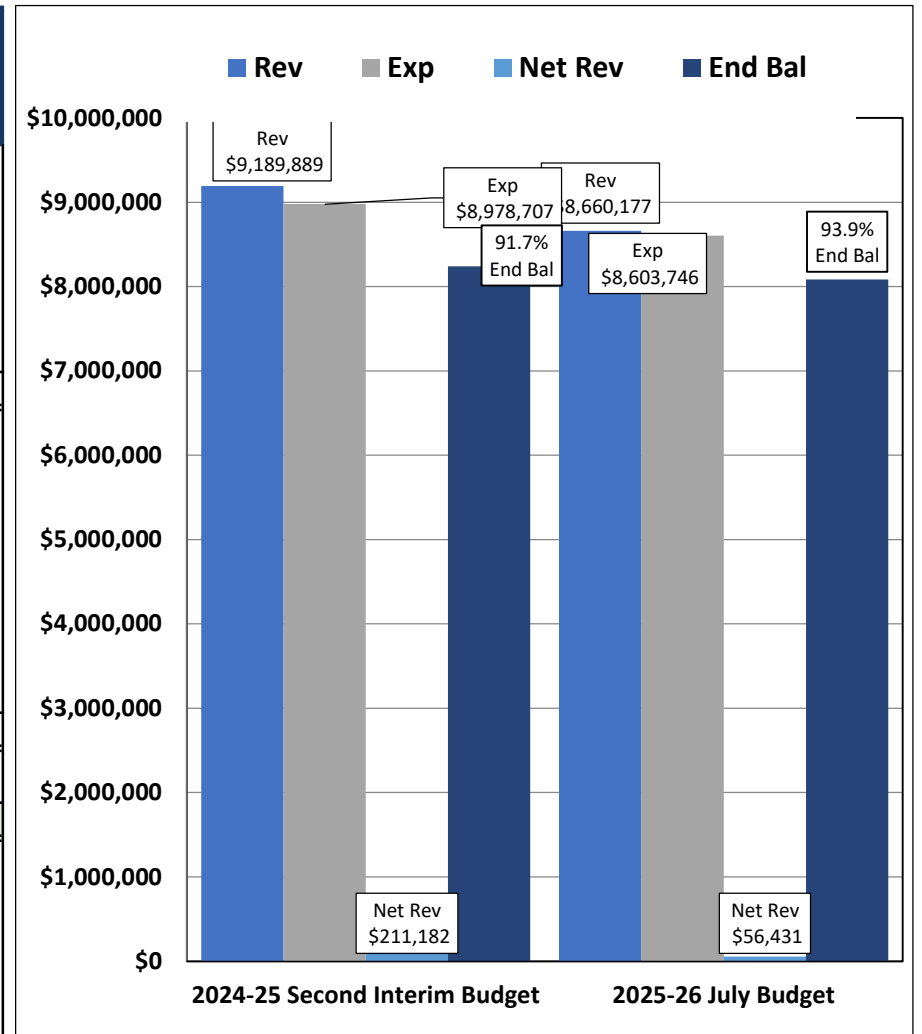
2025-26 Financial Forecast

Alder Grove Charter School 2025-26 July Budget ENROLLMENT AND A.D.A. ASSUMPTIONS			
	2025-26	2026-27	2027-28
	ADA	ADA	ADA
Total K-3	141.58	142.53	142.53
Total 4-6	93.60	106.84	106.84
Total 7-8	71.60	74.47	74.47
Total 9-12	167.99	187.64	187.64
TTL Enrollment/ADA	474.77	511.48	511.48
ADA Ratio (average):	96.30%	96.32%	96.32%
TOTAL:	493.00	531.00	531.00

LCFF Unduplicated Calc:			
Unduplicated Count	324	341	341
Unduplicated % (1-Year):	67%	65%	65%

Alder Grove Charter School
2025-26 Financial Update
BUDGET SUMMARY

	2024-25 Second Interim Budget	2025-26 July Budget	Change
Revenues:			
General Purpose Entitlement	\$ 6,488,271	\$ 6,718,242	10%
Federal Revenue	1,113,194	279,344	0%
Other State Revenue	1,390,022	1,466,923	3%
Other Local Revenue	198,403	195,669	1%
TTL Revenues	\$ 9,189,889	\$ 8,660,177	7%
Expenditures:			
Certificated Salaries	\$ 3,872,391	\$ 3,830,895	9%
Non-Certificated Salaries	768,388	736,671	5%
Benefits	2,298,072	2,068,295	8%
Books/Supplies/Materials	867,209	845,209	8%
Services/Operations	1,167,817	1,117,846	16%
Capital Outlay	4,830	4,830	0%
Other Outgo	-	-	0%
TTL Expenditures	\$ 8,978,707	\$ 8,603,746	9%
Net Revenues	\$ 211,182	\$ 56,431	
Beginning Balance July 1	\$ 8,026,546	\$ 8,026,546	
Ending Balance June 30	\$ 8,237,728	\$ 8,082,977	
Ending Balance as % of Exp:	91.7%	93.9%	

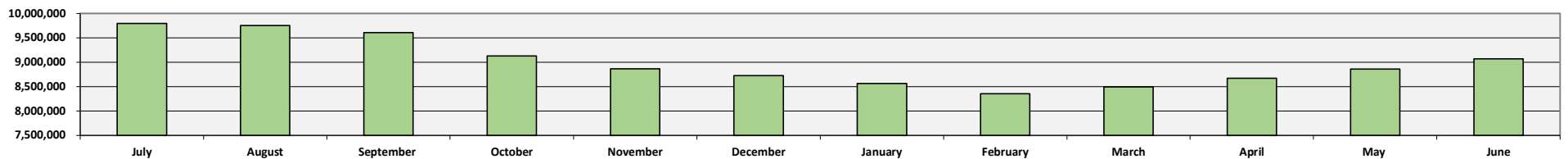


Alder Grove Charter School
2025-26 July Budget
MULTI-YEAR PROJECTION SUMMARY

	2025-26	2026-27	2027-28
Revenues:			
General Purpose Entitlement	\$ 6,718,242	\$ 7,338,800	\$ 7,568,992
Federal Revenue	279,344	287,724	296,356
Other State Revenue	1,466,923	710,609	731,927
Other Local Revenue	195,669	201,539	207,585
TTL Revenues	\$ 8,660,177	\$ 8,538,671	\$ 8,804,860
Expenditures:			
Certificated Salaries	\$ 3,830,895	\$ 3,946,588	\$ 4,396,562
Non-Certificated Salaries	736,671	758,918	784,874
Benefits	2,068,295	2,131,744	2,265,521
Books/Supplies/Materials	845,209	479,410	233,696
Services/Operations	1,117,846	1,159,089	1,193,267
Capital Outlay	4,830	4,995	5,144
Other Outgo	-	-	-
TTL Expenditures	\$ 8,603,746	\$ 8,480,745	\$ 8,879,063
Net Revenues	\$ 56,431	\$ 57,926	\$ (74,204)
Beginning Balance July 1	\$ 8,026,546	\$ 8,082,977	\$ 8,140,903
Ending Balance June 30	\$ 8,082,977	\$ 8,140,903	\$ 8,066,700
Ending Balance as % of Exp.:	93.9%	96.0%	90.9%

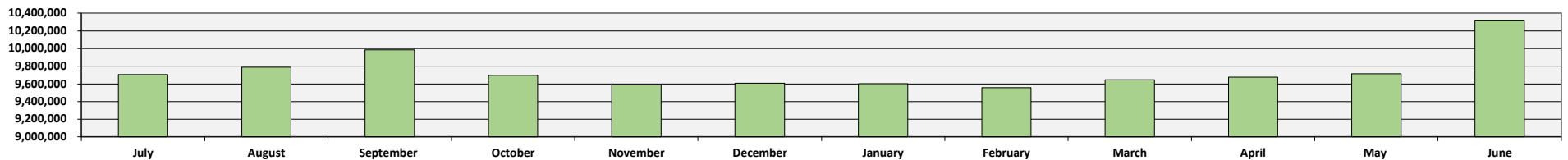
Alder Grove Charter School
2025-26 Projected Monthly Cash Flow Statement

Description	2025-26 July Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		9,619,711	9,797,530	9,752,891	9,605,881	9,132,756	8,865,799	8,725,543	8,561,548	8,353,442	8,491,370	8,671,310	8,860,850	9,070,773	9,619,711
CASH INFLOWS															
REVENUES															
LCFF State Aid	5,822,561	297,796	297,796	297,796	297,796	297,796	297,796	297,796	297,796	595,592	595,592	595,592	595,592	1,057,825	5,822,561
Education Protection Account	94,955			23,739			23,739			23,739	-		-	23,739	94,955
Prior Year Adjustments	-										-	-	-	-	-
In-Lieu-Of Property Taxes	800,726		47,948	72,793	72,793	72,793	72,793	72,793	72,793	72,793	72,793	72,793	72,793	24,845	800,726
Federal Revenues	279,344	-	-								-	-	-	279,344	279,344
Other State Revenues	1,466,923	18,542	18,542	122,244	122,244	122,244	122,244	122,244	122,244	122,244	150,052	150,052	150,052	123,978	1,466,923
Other Local Revenues	195,669	278	2,315	16,306	16,306	16,306	16,306	16,306	16,306	16,306	16,306	16,306	16,306	30,018	195,669
TTL CASH INFLOWS	8,660,177	316,616	366,601	532,877	509,139	509,139	532,877	509,139	509,139	830,673	834,743	834,743	834,743	1,539,749	8,660,177
EXPENDITURES															
All Certificated Salaries	3,830,895	12,950	326,421	312,337	555,317	337,627	331,120	331,120	344,108	324,065	324,065	326,421	326,421	(21,078)	3,830,895
All Classified Salaries	736,671	1,647	34,650	40,407	89,748	60,939	55,685	55,685	57,930	54,361	54,361	40,407	40,407	150,444	736,671
All Benefits	2,068,295	6,295	176,338	140,952	139,783	165,649	164,330	164,330	175,243	166,618	166,618	166,618	166,618	268,905	2,068,295
All Materials & Supplies	845,209	21,616	45,935	119,163	130,495	65,235	50,269	50,269	68,629	77,943	40,000	42,000	21,616	112,038	845,209
All Services and Operations	1,117,846	96,288	89,538	67,027	66,921	146,645	71,730	71,730	71,335	69,758	69,758	69,758	69,758	157,601	1,117,846
All Capital Outlay/Depreciation	4,830	-	-	-	-	-	-	-	-	-	-	-	-	4,830	4,830
All Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL CASH OUTFLOWS	8,603,746	138,796	672,882	679,886	982,264	776,096	673,133	673,133	717,245	692,745	654,802	645,204	624,820	672,739	8,603,746
NET REVENUES	56,431														56,431
Accounts Receivable (net change)															-
Accounts Payable (net change)															-
Fixed Asset Acquisitions		-	-												-
Other Cash Inflows/Outflows			261,641												261,641
NET INFLOWS/OUTFLOWS		-	261,641	-	-	-	-	-	-	-	-	-	-	-	261,641
ENDING CASH BALANCE		9,797,530	9,752,891	9,605,881	9,132,756	8,865,799	8,725,543	8,561,548	8,353,442	8,491,370	8,671,310	8,860,850	9,070,773		
Days Cash On Hand		416	414	408	388	376	370	363	355	360	368	376	385		



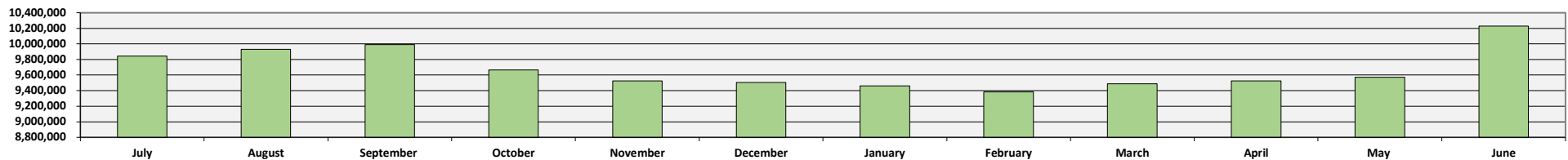
Alder Grove Charter School
2026-27 Projected Monthly Cash Flow Statement

Description	2026-27 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		9,070,773	9,706,061	9,787,301	9,985,384	9,697,460	9,591,169	9,608,263	9,601,617	9,558,025	9,647,581	9,675,627	9,714,488	10,319,824	9,070,773
<u>CASH INFLOWS</u>															
REVENUES															
LCFF State Aid	6,360,386	291,128	291,128	524,030	524,030	524,030	524,030	524,030	524,030	526,789	526,789	526,789	1,053,579	-	6,360,386
Education Protection Account	103,726	-	-	23,739	-	-	23,739	-	-	28,124	-	-	28,124	-	103,726
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	874,688	-	48,044	96,087	64,058	64,058	64,058	64,058	64,058	136,756	68,378	68,378	68,378	68,378	874,688
Federal Revenues	287,724	-	-	-	-	-	-	-	-	-	-	-	-	287,724	287,724
Other State Revenues	710,609	8,982	8,982	59,217	59,217	59,217	59,217	59,217	59,217	72,688	72,688	72,688	72,688	60,057	710,609
Other Local Revenues	201,539	286	2,385	16,795	16,795	16,795	16,795	16,795	16,795	16,795	16,795	16,795	16,795	30,919	201,539
TTL CASH INFLOWS	8,538,671	300,396	350,539	719,869	664,101	664,101	687,840	664,101	664,101	767,682	684,651	684,651	1,239,564	447,078	8,538,671
EXPENDITURES															
All Certificated Salaries	3,946,588	13,341	336,279	321,769	572,087	347,823	341,120	341,120	354,500	333,852	333,852	336,279	336,279	(21,715)	3,946,588
All Classified Salaries	758,918	1,697	35,697	41,627	92,458	62,780	57,367	57,367	59,680	56,003	56,003	41,627	41,627	154,987	758,918
All Benefits	2,131,744	6,488	181,747	145,276	144,071	170,731	169,371	169,371	180,619	171,729	171,729	171,729	171,729	277,154	2,131,744
All Materials & Supplies	479,410	12,261	26,055	67,590	74,018	37,002	28,513	28,513	38,927	44,210	22,688	23,823	12,261	63,549	479,410
All Services and Operations	1,159,089	99,841	92,842	69,500	69,390	152,056	74,376	74,376	73,967	72,332	72,332	72,332	72,332	163,415	1,159,089
All Capital Outlay/Depreciation	4,995	-	-	-	-	-	-	-	-	-	-	-	-	4,995	4,995
All Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL CASH OUTFLOWS	8,480,745	133,627	672,620	645,764	952,025	770,391	670,746	670,746	707,693	678,126	656,604	645,790	634,228	642,386	8,480,745
	57,926														57,926
Accounts Receivable (net change)		1,136,427	403,321	123,978											1,663,726
Accounts Payable (net change)		(667,909)													(667,909)
Fixed Asset Acquisitions		-													-
Other Cash Inflows/Outflows															-
NET INFLOWS/OUTFLOWS		468,519	403,321	123,978	-	-	-	-	-	-	-	-	-		995,818
ENDING CASH BALANCE		9,706,061	9,787,301	9,985,384	9,697,460	9,591,169	9,608,263	9,601,617	9,558,025	9,647,581	9,675,627	9,714,488	10,319,824		
Days Cash On Hand		418	421	430	418	413	414	413	412	415	417	418	444		



Alder Grove Charter School
2027-28 Projected Monthly Cash Flow Statement

Description	2027-28 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		10,319,824	9,845,839	9,930,835	9,992,586	9,665,403	9,523,356	9,503,666	9,460,238	9,382,903	9,488,510	9,524,707	9,572,514	10,228,892	10,319,824
<u>CASH INFLOWS</u>															
REVENUES															
LCFF State Aid	6,604,064	291,128	291,128	524,030	524,030	524,030	524,030	524,030	524,030	575,525	575,525	575,525	1,151,050	-	6,604,064
Education Protection Account	102,296	-	-	23,739	-	-	23,739	-	-	27,409	-	-	27,409	-	102,296
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	862,632	-	48,044	96,087	64,058	64,058	64,058	64,058	64,058	132,737	66,368	66,368	66,368	66,368	862,632
Federal Revenues	296,356	-	-	-	-	-	-	-	-	-	-	-	-	296,356	296,356
Other State Revenues	731,927	9,252	9,252	60,994	60,994	60,994	60,994	60,994	60,994	60,994	74,869	74,869	74,869	61,859	731,927
Other Local Revenues	207,585	294	2,456	17,299	17,299	17,299	17,299	17,299	17,299	17,299	17,299	17,299	17,299	31,847	207,585
TTL CASH INFLOWS	8,804,860	300,674	350,880	722,149	666,381	666,381	690,120	666,381	666,381	813,964	734,061	734,061	1,336,996	456,430	8,804,860
EXPENDITURES															
All Certificated Salaries	4,396,562	14,862	374,620	358,456	637,314	387,481	380,013	380,013	394,919	371,917	371,917	374,620	374,620	(24,190)	4,396,562
All Classified Salaries	784,874	1,755	36,917	43,051	95,621	64,927	59,328	59,328	61,721	57,918	57,918	43,051	43,051	160,288	784,874
All Benefits	2,265,521	6,895	193,153	154,393	153,112	181,445	180,000	180,000	191,954	182,506	182,506	182,506	182,506	294,547	2,265,521
All Materials & Supplies	233,696	5,977	12,701	32,948	36,081	18,037	13,899	13,899	18,976	21,551	11,060	11,613	5,977	30,978	233,696
All Services and Operations	1,193,267	102,785	95,580	71,550	71,436	156,540	76,569	76,569	76,148	74,464	74,464	74,464	74,464	168,234	1,193,267
All Capital Outlay/Depreciation	5,144	-	-	-	-	-	-	-	-	-	-	-	-	5,144	5,144
All Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL CASH OUTFLOWS	8,879,063	132,274	712,971	660,398	993,564	808,429	709,809	709,809	743,717	708,356	697,865	686,254	680,618	635,000	8,879,063
	(74,204)														(74,204)
Accounts Receivable (net change)		-	447,087	-											447,087
Accounts Payable (net change)		(642,386)													(642,386)
Fixed Asset Acquisitions		-													-
Other Cash Inflows/Outflows															-
NET INFLOWS/OUTFLOWS		(642,386)	447,087	-	-	-	-	-	-	-	-	-	-	-	(195,299)
ENDING CASH BALANCE		9,845,839	9,930,835	9,992,586	9,665,403	9,523,356	9,503,666	9,460,238	9,382,903	9,488,510	9,524,707	9,572,514	10,228,892		
Days Cash On Hand		405	408	411	398	392	391	389	386	390	392	394	421		



Signature Page for Teachers

We the undersigned believe that the attached charter for the continuation of Alder Grove Charter School (the "Charter School") merits consideration and hereby petition the governing board of the Eureka City Schools to grant approval of the charter pursuant to Education Code Section 47605 to enable the continuation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of the Charter Schools Act and the provisions of the Charter School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the Charter School.

By the Lead Petitioner:

Tim Warner

Signature

11/3/2025

Date

The petitioners recognize Tim Warner as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Eureka City Schools governing board.

By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone Number
Aimee Nicholson		11/3/2025	Single Subject Math	707-273-8344
Randi Mead		11/3/2025	MS-Teaching Credential	707-616-0539
Kathy Yeager		11/3/2025	Single subject science & multiple subjects	707 834 1619
Aly Bosch		11/3/2025	Multiple subjects + English/Ar (credential) / Med	707-834-5304
Saima May		11/3/25	Single subject / D.E. Instructor	707-572-0374
Holly Matthews		11/3/25	Mild to Moderate Education Specialist	707-834-6300
Felicia Trece		11/3/25	Single subject / Mult. Sub.	707-617-0773
Crystal Collins		11/3/25	P.P.S. School Psychology	707-572-6846

Print Name	Signature	Date	Credentials Held	Phone Number
Mary Meyer	Mary Meyer	11/3/2025	Speech & Hearing	707-499-7652
Erica Alston	Erica Alston	11/4/2025	Multiple Subject	707-832-3447
Tavia Huey	Tavia Huey	11/4/2025	Multiple Subject / Math Single English	(415) 813-0443
Stephane Duncan	Stephane Duncan	11/4/2025	Clear MULTIPLE SUBJECT	(707) 601-8368
Patty Marsh	Patty Marsh	11/4/25	Multiple Subjects / HS	707-599-5216
Judy Smith	Jenni Allen San Giovanni	11/4/25	mult Subj	707 616 6971
Hilison Parker	H. Parker	11/4/25	mult. w music SS	707 267-8876
Tanya Tur	Jung Jun	11/4/25	multiple subject	7075993551
Deborah Lammers	Deborah Lammers	11/4/25	Multiple Subject	707-601-7465
Marian Baker	MB	11/4/25	Multiple Subject	717-498-1052
Jacey Spies	Jacey Spies	11/4/2025	single subject English + history	661-733-7816
Shana Langer	Shana Langer	11/4/2025	multiple subject / Biology supplement	707-834-3669
Sarah Budshaus	Sarah Budshaus	11/4/25	Education Specialist	707-508-9799
Laurie Richardson	Laurie Richardson	11-4-25	Mult Subj / Sing Subj - ad	(707) 845-9727
Courtney Otto	Courtney Otto	11-4/25	Education Specialist	707-599-6409
Jennifer Burtran	Jennifer Burtran	11/4/25	mult. subject administrative	707 499 5776
Tara Kajaniack	Tara Kajaniack	11/4/25	Secondary, Admin	707 498 0719

[illegible]