

EXHIBIT A

May 26, 2021

LEA: National School DistrictNonpublic: Aseltine School

2021-2022

San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: National School District

Nonpublic: Aseltine School

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 26 day of May, 2021 between the

National School District _____, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aseltine School _____
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Notices to the CONTRACTOR shall be addressed to:

Janna Piper, Director of Student Support Services
Name/Title

Florida May Padilla, Executive Director
Name/Title

National School District
Local Education Agency

Aseltine School
Nonpublic

1500 N Avenue
Address

4027 Normal Street
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

<u>San Diego</u>	<u>CA</u>	<u>92103</u>
City	State	Zip

(619) 336-7748
Phone

(619) 296-2135
Phone

(619) 336-7551
Facsimile

()
Facsimile

jpiper@nsd.us
Email Address

mpadilla@aseltine.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2021-2022

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/1/2021 and terminates at 5:00 p.m. on 6/30/2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Florida May Padilla, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Dr. Leighangela Brady, Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

EXHIBIT B

May 26, 2021

LEA: National School DistrictNonpublic: San Diego Center for Children Academy

2021-2022

San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
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LEA: National School District

Nonpublic: San Diego Center for Children Academy

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Master Contract

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 26 day of May, 2021 between the

National School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

San Diego Center for Children Academy
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Janna Piper, Director of Student Support Services
Name/Title

National School District
Local Education Agency

1500 N Avenue
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

(619) 336-7748
Phone

(619) 336-7551
Facsimile

jpiper@nsd.us
Email Address

Notices to the CONTRACTOR shall be addressed to:

James McElroy, Director of Education/Principal
Name/Title

San Diego Center for Children Academy
Nonpublic

3002 Armstrong Street
Address

<u>San Diego</u>	<u>CA</u>	<u>92111</u>
City	State	Zip

(858) 569-2146
Phone

()
Facsimile

jmcelroy@centerforchildren.org
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/1/2021 and terminates at 5:00 p.m. on 6/30/2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

James McElroy, Director of Education/Principal
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Dr. Leighangela Brady, Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: National School District

Nonpublic: San Diego Center for Children Academy

2021-2022 Nonpublic Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego Center for Children Academy

The CONTRACTOR NPS ID NUMBER: 37-68338-7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$220.44

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services - Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services – Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

James McElroy, Director of Education/Principal
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Dr. Leighangela Brady, Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

EXHIBIT C

May 26, 2021

LEA: National School DistrictNonpublic: Stein Education Center

2021-2022

San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2021-2022

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: National School District

Nonpublic: Stein Education Center

2021-2022
Nonpublic
Master Contract

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**San Diego County Nonpublic Master Contract
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2021-2022

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 27 day of May, 2021 between the

National School District _____, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Stein Education Center
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2021-2022

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

San Diego County Nonpublic Master Contract Main Document

2021-2022

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Notices to the CONTRACTOR shall be addressed to:

Janna Piper, Director of Student Support Services
Name/Title

Chayo Chavez, Director
Name/Title

National School District
Local Education Agency

Stein Education Center
Nonpublic

1500 N Avenue
Address

6145 Decena Drive
Address

<u>National City</u>	<u>CA</u>	<u>91950</u>
City	State	Zip

<u>San Diego</u>	<u>CA</u>	<u>92120</u>
City	State	Zip

(619) 336-7748
Phone

(619) 281-5111 ext. 211
Phone

(619) 336-7551
Facsimile

()
Facsimile

jpiper@nsd.us
Email Address

cchavez@vistahill.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

San Diego County Nonpublic Master Contract Main Document

2021-2022

to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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Main Document

2021-2022

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/1/2021 and terminates at 5:00 p.m. on 6/30/2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Chayo Chavez, Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Dr. Leighangela Brady, Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: National School District

Nonpublic: Stein Education Center

2021-2022
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$267.38

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services - Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services – Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____

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Physical Therapy PT Assistant (460)		
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Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
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San Diego County Nonpublic Master Contract
Appendix A: Schools
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Chayo Chavez, Director
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Dr. Leighangela Brady, Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

EXHIBIT D

March 10, 2021



Integrity Charter School
Renewal Charter Petition
2021-2026

Submitted to the Governing Board of National School
District on May 21, 2021

The original charter was submitted and approved by the Board on March 20, 2003. It was most recently approved by the NSD Board on April 27, 2016. The original charter has guided the creation and operation of Integrity Charter School over the past seventeen years. It has been revised this year by the ICS staff and Board of Directors to more accurately reflect the reality of the school and to comply with the required 15 Charter Elements and applicable laws.

Integrity Charter School
701 National City Blvd.
National City, CA 91950
(619) 336-0808
sfahey@integritycharterschool.net
thart@integritycharterschool.net

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- 8: Board of Directors Biographies**
- 9: Job Descriptions**
- 10: Student/Parent Handbook**
- 11: Academic School Calendar**
- 12: Child Find Policy**
- 13: Fiscal Policies and Procedures**

AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Susie Fahey, hereby certify that the information submitted in this petition to renew a California public charter school named Integrity Charter School (“ICS” or the “Charter School”), and located within the boundaries of the National School District (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)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of Integrity 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, admissions 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), 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 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, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

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

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing 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. Teachers employed by the charter school during the 2021-22 school year shall have until July 1, 2026, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Sections 47605(l) and 47605.4(a)]

- 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 maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(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 Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]


Dr. Susie Fahey, Executive Director

5-20-2021
Date

EVIDENCE OF MEETING CHARTER RENEWAL CRITERIA

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

ICS fits into the middle performing category, as determined by the California Department of Education, and is eligible, and as clearly demonstrated by the evidence, meets the criterion for charter renewal for a term of 5 years, as demonstrated below.

Dashboard Performance

Education Code Section 47607.2(b) states:

(1) For all charter schools for which [top tier and bottom tier] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].

(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

“Measurements of academic performance” are defined in statute as “statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.” (Education Code Section 47607(c)(3)).

California School Dashboard

The following chart reflects ICS’s 2018 and 2019 Dashboard performance indicators. As a result of the COVID-19 statewide school closures in Spring 2020, the California Assessment of Student Performance and Progress (“CAASPP”) and English Language Proficiency Assessments for California (“ELPAC”) assessments were not administered. Since the Governor suspended all state-mandated assessments in Spring 2020, state indicators will not be reported for the Fall 2020 Dashboard for any school in the state of California.

ICS's Dashboard State Indicators, 2018-2019

Indicator	2018 ICS	2018 State	2018 NSD		2019 ICS	2019 State	2019 NSD
English Language Arts	Yellow	Orange	Yellow		Yellow	Green	Orange
Mathematics	Green	Orange	Orange		Green	Orange	Orange
Chronic Absenteeism	Yellow	Yellow	Red		Green	Orange	Yellow
Suspension Rate	Blue	Yellow	Green		Yellow	Yellow	Yellow

ICS's Dashboard Local Indicators, 2019

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

ICS's Dashboard Local Indicators, 2018

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

As demonstrated by the Dashboard indicators, in 2018, ICS performed better schoolwide than the State across all applicable indicators except Chronic Absenteeism, where it performed the same as the State. However, ICS achieved the second highest performance color (green) in Mathematics and the highest performance color (blue) in Suspension Rate. In 2019, ICS again achieved the second highest performance color (green) in Mathematics and outperformed the State in Chronic Absenteeism and Suspension Rate. ICS also met all standards on the Dashboard local indicators in both 2018 and 2019.

Measurements of Academic Performance

The law also requires middle performing charter schools to provide data showing measurable increases in academic achievement:

(3) In addition to the 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.

(4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data, as defined . . .

“Verified data” is defined in statute as “data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced.” (Education Code Section 47607.2(c)(1).) In November 2020, the California State Board of Education (“SBE”) 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. From the SBE-approved list of reliable assessments, ICS currently utilizes CAASPP and STAR Renaissance to meet the verified data requirement.

**ICS Charter School CAASPP Results:
Percentage of Students Meeting or Exceeding Standards (All Students):**

ELA	2016-17	2017-18	2018-19
ICS	40.19%	44.28%	45.07%
State	48.56%	49.88%	51.10%
NSD	41.58%	43.07%	43.08%

Mathematics	2016-17	2017-18	2018-19
ICS	37.73%	39.52%	48.58%
State	37.56%	38.65%	39.73%
NSD	31.05%	32.95%	32.04%

The CAASPP schoolwide results show an increase in academic performance for each year.

A charter petition renewed pursuant to Section 47607.2(b) (middle performing) shall be granted a renewal term of 5 years.

As clearly demonstrated by the evidence above, ICS meets this renewal criterion, and should be granted a renewal term of 5 years.

ELEMENT 1: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to describe what the school intends to accomplish, 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 students to become self-motivated, competent and lifelong learners. - California 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. – California Education Code Section 47605(c)(5)(A)(ii)

History and Mission

Integrity Charter School opened on September 15, 2003, as the first charter school approved in National City, California. The purpose for opening this school was to provide an alternative educational opportunity to the community; a small school setting with an emphasis on academic excellence as well as character development and growth.

Integrity Charter School began with 85 students and 4 teachers in the basement of a church. The school now serves students in Kindergarten to Eighth Grade and has grown to 391 students, 22 teachers, and has a current waiting list for enrollment.

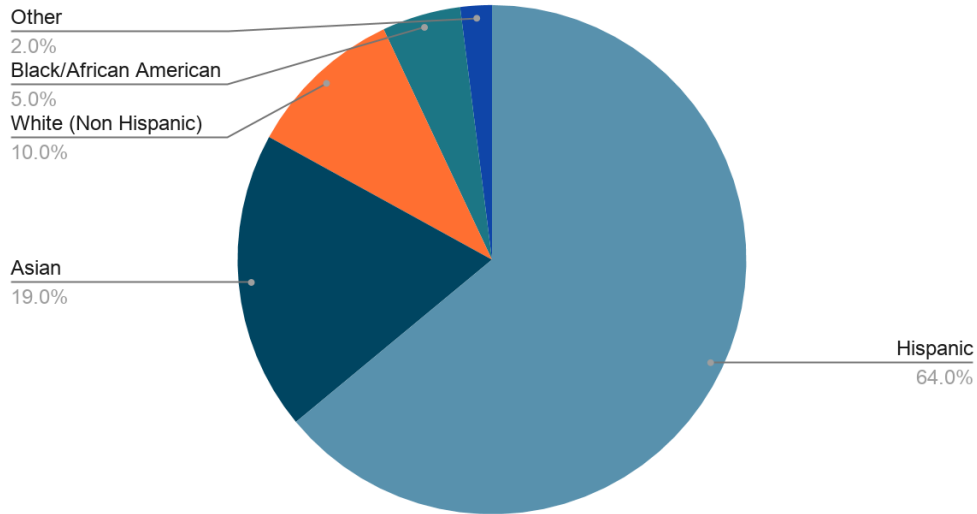
Integrity Charter School’s mission is to provide educational choice to parents of children in grades K-8 in National City, CA and the neighboring area. Integrity Charter School equips students with strong skills in State Content Standards and core curriculum, emphasizing skills in reading, writing, and mathematics as well as the skills necessary to become caring, courteous, responsible, respectful, and civic-minded adults. By providing a small school environment and through partnerships with the home and community, Integrity Charter School enables students to be successful leaders of their family, school, and community.

Targeted Student Populations

Integrity Charter School offers a site-based education program for students in Kindergarten through Eighth Grade in the National City and surrounding areas. Integrity Charter School believes that by providing a small school setting that focuses on character education, social emotional learning, and rigorous academics; we are meeting the high needs of our English Learners, Socioeconomically Disadvantaged, Homeless and Foster, and Students with Disabilities. In doing this, our school will meet the challenges and needs of our community. Our school currently serves 391 students in grades K-8th and our student demographics are representative of the communities that we serve.

The school districts in the southern part of San Diego County contain the largest percentage of Hispanic students, with some African American, Asian, and a minority of Caucasian students. The National School District is primarily composed of middle and lower socioeconomic minority students.

National City Demographics



National City Demographics	
* https://www.census.gov/quickfacts/nationalcitycalifornia	
Percentage of households in National City that are comprised of families	70%
Percentage of households that have children under the age of 18	20.6%
Percentage of families that speak a language other than English at home	69.2%
Percentage of housing that is owner occupied	35.4%
Percent of National City's population that lives below poverty the level	18.3%
Average household income in National City	\$47,119

Projected Student Enrollment

Projected Student Enrollment for the Term of the Charter										
	K	1	2	3	4	5	6	7	8	Total
2020-2021	36	40	39	42	45	48	45	53	43	391
2021-2022	40	40	40	40	50	50	50	50	50	410
2022-2023	40	40	40	40	50	50	50	50	50	410
2023-2024	40	40	40	40	50	50	50	50	50	410
2024-2025	40	40	40	40	50	50	50	50	50	410
2025-2026	40	40	40	40	50	50	50	50	50	410

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

The purpose of education today is to prepare students for a lifetime of leadership and contribution locally as well as globally. Furthermore, education will provide students with problem-solving skills for the present and equip them with the ability to set goals that will prepare them for the future.

The educated person will be well versed in the trends driven by the transition from a product-oriented society to that of an information society; one in which access, management, and application of large amounts of information for services-related productivity will be paramount.

The educated person will have a practical and theoretical grasp of technology in its many forms and will be capable of seeing opportunities for technological applications to new and emerging challenges. This person will utilize the vast amount of technology-driven information to diversify their knowledge of different cultures and backgrounds.

The educated person will have skills in the application of knowledge so that they may be capable of making connections between history, constituencies, and personal strengths and deficits to the present day in many contexts. In these contexts, the educated will be capable of collecting, analyzing, interpreting, elucidating, disseminating, and evaluating information. Yet, the educated person of tomorrow will be able to integrate different disciplines and dimensions of life through the understanding of art, music, dance and character education.

The educated person of the 21st Century will:

- Use knowledge to have a positive impact on their community.
- Use self knowledge to identify learning goals and needs.
- Strategize his or her own learning.
- Reevaluate and maintain flexibility of strategies as needed.
- Meet individual and interpersonal needs through social skills and interpersonal knowledge.
- Be exposed to the diversity and richness of shared knowledge as found in the State Standards.

- Think critically and actively explore knowledge.
- Work in a collaborative manner.
- Use creativity to solve future challenges and to formulate and communicate possible solutions.

How Learning Best Occurs

Integrity Charter School will apply the best research proven strategies to provide a rich and rigorous academic program:

- Integrity Charter School will continue to be a small school with low student-to-teacher ratios. Small schools consistently provide better learning environments for children. Second only to socioeconomic status, school size is a decisive element of student success (Klonsky, 1998). The enhanced social relationships of small school environments affects student achievement by increasing trust and positive attitudes toward school among students and staff, while decreasing violence and conflict (Gladen, 1999). Small schools tend to increase student participation across the board resulting in lower dropout rates and higher attendance rates (Fine, 1998).
- Learning best occurs when parents participate in the educational program, and small schools are more likely to encourage parental involvement (Cotton, 1996). When the US Department of Education (1996) focused their research on fourth grade reading comprehension, researchers found that, after eliminating confounding variables, a 44 point gap in scores existed between students with significant parent involvement and students without. Integrity Charter School will strive to enhance relationships with parents as the primary educators of their children through a program of parent participation, education about students, and parent education opportunities.
- Learning best occurs in a collaborative environment. School success is dependent upon collaboration and goals (Schmoker, 1996). Collaboration among teachers, between students and teachers, between parents and teachers, and administration and community is necessary for a successful school. Integrity Charter School will also emphasize cooperative learning for students.
- Learning best occurs in a climate where there are measurable goals. This “beginning with the end in mind” requires a standards based system that gives direction to academic programs and is designed to ensure proficiency for students.
- Learning best occurs in a climate of accountability. As Schmoker (1996) so simply states: “What gets measured gets done”. Integrity Charter School provides a continuous collection and application of data for students, parents, teachers and administrators.
- Learning best occurs with highly specialized teachers and staff. Specialized staff development programs provide proactive instructional leadership. Darling-Hammond (1997) states that “the single most important determinant of student achievement is the expertise and qualifications of teachers.” An ongoing program of professional learning will be based on students’ and teachers’ needs as observed in the classroom by the Director and/or Assistant Director. Teachers will be continuously supported, monitored,

and evaluated. Teachers will participate in Professional Learning Communities, attend workshops and webinars, will work with an Instructional Learning Coach, and will have opportunities to plan with vertical alignment teams as well as their grade level partners.

- Learning best occurs in programs that have strong literacy components. Literacy provides a foundation for most academic success. If students do not succeed in the progression of reading skills, intensive remediation interventions are usually necessary (Torgeson, 1998).
- Learning best occurs in a program that incorporates technology. Technological innovations can enhance communication, foster better relationships within the academic environment and provide students with knowledge and skills to enter the business and social opportunities of the 21st Century.
- Learning occurs best when students are immersed in an educational environment which is reflective of their culture. Language arts learning involves cultural learning as well (Lessow-Hurley, 2000).

Description of the Education Program

Overview of Integrity Charter School's Instructional Program

Integrity Charter School students are educated through a standards-based curriculum with a focus on the essential skills including the academic areas of language arts, mathematics, social studies, science, and English language development. Integrity Charter School has implemented comprehensive K-8 Common Core Standards instruction and aligned benchmarks that define the essential knowledge and skills that students should acquire in every subject area. Integrity Charter School has a focus on strong character development that focuses on our core anchors; to become caring, courteous, responsible, respectful and civic-minded citizens. In addition to providing students academic opportunities, we know that schools must meet students where they are emotionally, socially, physically, and academically. Every child needs a school that provides a safe learning environment to thrive and grow. Integrity Charter School's instructional program is created to meet the Common Core State Standards that are taught in a student-centered challenging environment.

Current state adopted textbooks and materials, and other supplementary resources establish the scope and sequence for each of the following curricular areas:

English Language Arts

Integrity Charter School implements Lucy Calkins Units of Study in reading, writing, and phonics by Teachers College Reading and Writing Project (TCRWP) along with a balanced approach to literacy including guided reading for English language arts.

The Units of Study in Reading, Writing, and Phonics is a research based program developed by Lucy Calkins and the Teachers College Reading and Writing Project (TCRWP) coauthors. Lucy Calkins is the Founding Director of the Teachers College Reading and Writing Project at Columbia University. She has led this project for over 30 years. On top of that, she is an author

and coauthor for many professional books and articles. The mission of the Teachers College Reading and Writing Project is to help young people become avid and skilled readers, writers, and inquirers. They accomplish this goal through research, curriculum development, and through working shoulder-to-shoulder with students, teachers, and school leaders. The organization has developed state-of-the-art tools and methods for teaching reading and writing, for using performance assessments and learning progressions to accelerate progress, and for literacy-rich content-area instruction. Each unit and session is directly linked to the Common Core State Standards and English Language Development Standards (ELD).

The Units of Study were developed to prepare students for any reading and writing task. It aims to develop lifelong learners that are confident readers and writers who can do so with independence. According to data collected by TCRWP, the schools in California that were affiliated with TCRWP, on average, did better than other schools in the state. This program will ensure that every student will learn at high levels. Teachers at Integrity Charter School plan with the Instructional Lead Teacher and Administrators to ensure that pacing, along with all standards and skills, are taught to meet the needs of all students. Teachers plan by identifying the desired results, determine acceptable evidence of learning, and adapt lessons accordingly.

Along with the Units of Study, Integrity utilizes differentiated small group instruction in both reading and writing and includes conferring, read-alouds, shared reading and writing, guided reading and interactive writing. Guided reading consists of small group reading instruction designed to provide differentiated instruction that supports in developing reading proficiency. Teachers plan for their fluid reading groups to include decoding, comprehension, and reading skills. They also give running records to check students' reading proficiency and to look for growth and set goals.

Mathematics

Integrity Charter School has adopted three math programs. All three programs are aligned to the Common Core State Standards and are approved, state adopted materials. The programs used are: Math Expressions by Houghton Mifflin Harcourt for Kindergarten through Second Grade; EnVision Math by Savvas Learning Company (formerly Scott Foresman) for Third through Sixth Grade; Glencoe Math by McGraw Hill for Seventh and Eighth Grade.

Math Expressions is a proven Pre K-Sixth Grade curriculum whose research was funded by the National Science Foundation. It helps children make sense of math by exploring, discussing, and demonstrating their understanding of key concepts. Students look deeper at concepts and find their own path to solving problems. These are skills that can go beyond the math classroom.

EnVision Math is a comprehensive math program that offers flexibility of digital, print, or blended instruction. The program uses visual learning strategies and contains extensive customizable options while providing rigor, focus, and coherence to meet Common Core State Standards and differentiates instruction to meet the needs of all students.

Glencoe Math is a research based program designed with rigor, relevance, and results in mind. Glencoe Math contains three components of rigor. Conceptual understanding, procedural skill and fluency, and applications are embedded into the math lessons. The program is relevant as it makes math real and engaging for students. It is interactive, highly customizable, and adaptable. Glencoe Math is written to meet Common Core State Standards and develops critical thinking skills in middle school students.

Science

In 2001, Integrity Charter School adopted Holt, Rinehart, and Wilson's Holt Science and Technology for grades K-8.

On September 4, 2013, the State Board of Education adopted the *Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve* (CA NGSS) as required by California *Education Code* 60605.85 (California Department of Education). Integrity Charter School teachers use the CA NGSS to teach the Disciplinary Core Ideas: Life Sciences, Earth and Space Sciences, Physical Sciences and the core grade level topics. Teachers use NGSS Appendices A-M as a resource for implementation of the science standards and to aid in the development of the science curriculum.

As teachers will continue to use the CA NGSS, Integrity Charter School will explore any adopted curriculum from the State Board of Education approved list. Integrity Charter School will supplement Science with Science Weekly. Science Weekly is a NGSS standards-based K-5 Science curriculum that utilizes the 5 E's of Science: Engage, Explore, Explain, Elaborate, and Evaluate. Integrity Charter School also uses FOSS kits and GLAD units to supplement Science instruction.

Social Studies

In 2017 Integrity Charter School adopted Studies Weekly-California Studies Weekly- Social Studies (K-6) Teachers' Curriculum Institute, History Alive! California Middle School Program, for grades 6-8. Social Studies is supplemented with Orange County Department of Education Project GLAD® Teachers continue to plan and instruct using CA Common Core State Standards and Frameworks in History and Social Studies.

Integrity Charter School teachers develop lessons using the State Board of Education adopted History-Social Science Framework which was adopted on July 14, 2016. This framework provides guidance to teachers to support implementing California content standards and provides design, implementation, and a coherent course of study to teach content, develop inquiry-based critical thinking skills, improve reading comprehension and expository writing ability, and promote an engaged and knowledgeable citizenry in history and the related social sciences.

The subject areas covered in this framework offer students the opportunity to learn about the world and their place in it, think critically, read, write, and communicate clearly. History, civics

and government, geography, and economics are integral to the mission of preparing California's children for college, careers, and civic life. These disciplines develop students' understanding of the physical world, encourage their participation in our democratic system of government, teach them about our past, inform their financial choices, and improve their ability to make reasoned decisions based upon evidence. Moreover, these disciplines play a vital role in the development of student literacy because of a shared emphasis on text, argumentation, and use of evidence (History Social Studies Framework-2018: California Department of Education).

English Language Development (ELD)

Integrity Charter School has 63% of students that are Emerging Bilingual (EB) students. It is essential to support our EB students by providing the necessary resources to enhance their learning experiences and provide the opportunities to support their language learning. Integrity Charter School has an adopted ELD program called Systematic ELD by Susana Dutro. Teachers are being trained on specific strategies to support EB students and are trained in the utilization of the state adopted CA ELD Framework and standards while Integrity Charter School is exploring new state adopted ELD curriculum. Integrity Charter School teachers are trained in supplemental strategies to give all English learners access to the core curriculum. In addition to the adopted curriculum, there are supplemental programs that include efficient strategies: Orange County Department of Education Project GLAD® (Guided Language Acquisition Design) to develop language skills integrated in academic content, integrated and designated ELD (English Language Development), the CA English Language Arts/English Language Development Framework, and Quantum Learning to support students in language development.

Integrity Charter School offers EBs an English language mainstream (K-8) program. With a comprehensive approach to ELD, EBs at all English proficiency levels and in all grade levels are provided both integrated ELD and specialized attention to their particular language learning needs. EBs receive core curriculum in English using Specialized Academic Instruction in English (SDAIE) and sheltered English strategies to scaffold instruction in the content areas. Integrated ELD is provided to EBs throughout the school day and across all subjects. The CA ELD Standards are used in conjunction with the CA CCSS for ELA and other content standards to ensure students strengthen their English as they learn content. Both Integrated and Designated ELD Programs follow the four principles of the English Learner Roadmap, which was passed by State Board of Education on July 12, 2017: Assets-Oriented and Needs Responsive Schools, Intellectual Quality of Instruction and Meaningful Access, Systems Conditions that Support Effectiveness, and Alignment and Articulation Within and Across Systems.

In order to provide meaningful access in grades Kindergarten through Eighth Grade, teachers are provided professional learning and support to integrate language development with content—in and across curriculum. Much of the professional learning is provided by Project GLAD, Quantum Learning and the San Diego County Office of Education. Teachers provide language scaffolding, explicit vocabulary development, and collaborative peer opportunities. To provide text engagement and print-rich environments, teachers select culturally and linguistically diverse texts for both reading and as mentor texts in writing. Teachers plan for a balanced

literacy approach with read alouds, shared reading, guided reading, and independent reading at students' independent reading levels. Students are provided scaffolds to be able to access high quality and relevant curriculum and materials.

Designated ELD occurs during a protected time of the regular school day. Students in all grade levels and in all language proficiency levels participate in designated ELD. Teachers use the CA ELD Standards to plan lessons that build into and from content instruction. During designated ELD instruction, students focus on Science/Social Studies to improve their proficiency in English. Students in Kindergarten through Eighth Grade receive daily designated English Language Development instruction to give students specialized attention to their particular language learning needs. This protected time, during the regular school day, is provided by teachers who use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical language EBs need for content learning in English. Students learn about English and develop language awareness. The daily designated sessions allow EBs to strengthen their abilities to use English successfully in school while also developing critical content knowledge through English. Careful planning and attention are given to students with disabilities and students performing below grade level. Project GLAD was founded more than 35 years ago in Orange County, CA. It was developed by a group of educators who saw the urgency to meet the needs of a group of refugee students whose primary language was not English. Because there were limited resources, these educators did research on best ways to support language acquisition, the brain, primary language, and reading and writing. This evolved and turned into what Project GLAD is today. Teachers at Integrity Charter School are trained in Project GLAD strategies and how to incorporate them into all academic areas.

The California English Language Development Standards were developed and adopted by the California State Board of Education in 2012. The standards describe the key knowledge, skills, and abilities that students, who are learning English as a new language, need in order to access, engage with, and achieve in grade-level academic content. They were designed to meet the needs of a variety of language learners and for different purposes. Integrity teachers use the standards as a guide in planning their lessons in academic areas to ensure that they are including and are purposefully embedding the standards in their instruction. There are two ways that teachers can do this. Teachers use integrated ELD which is when the state adopted academic content standards are used in tandem with the state adopted ELD standards. Designated ELD is a protected time during the school day with direct instruction using the ELD standards. Teachers use a variety of strategies they have learned in Project GLAD, Quantum Learning, and their expertise to include ELD into their classrooms.

Quantum Learning is a research-based education system that orchestrates core components to achieve desired results. It was developed in 1982. Teachers at Integrity Charter School are trained in the Quantum Learning System by diving deep into the foundation, atmosphere, environment, and design and delivery components of the program. Teachers then develop lessons using the Quantum Learning System. These strategies create learning environments that are aligned to a community of learners, create positive and respectful emotional climates where students feel safe to take cognitive risks. It also creates physical spaces that support the

classroom culture and enhances learning, and facilitates meaningful learning. Quantum Learning strategies are interactive and provide many opportunities for students to engage with oral language at a high level. At Integrity, we focus on how Quantum Learning enhances the engagement of our students in their learning and how the strategies support EB students.

“The main goal of ELD in school is to ensure that students develop the levels of English proficiency required to succeed academically” (Snow & Katz, 2010, p. 83). Therefore, Integrity Charter School’s ELD instruction is designed to support EBs in acquiring a level of English proficiency that breaks down the barriers associated with language when engaging in academic learning.

Physical Education

Integrity Charter School has a significant commitment to the well-being of the students and staff of the School. Although there are no State Board of Education approved Kindergarten through Grade Eight materials in physical education, Integrity Charter School implements standards aligned SPARK program.

Visual and Performing Arts

Integrity Charter School teachers implement CA Arts Standards 2019 and Framework into their lessons. The After School Education and Safety Program enhances the Visual and Performing Arts Standards.

Integrity Charter School’s Core Values/Character Education

We have set high expectations for all children, provide important and engaging learning opportunities and have created a caring community of learners. The learning environment at Integrity is one of physical and psychological safety.

Throughout time, societies have recognized the need to educate the coming generation of adults to pass on knowledge and skills. Recorded history from long before the present era, emphasizes that education must also develop character. We believe the development of a child’s character to be the shared responsibility of parents, teachers and members of the community, who come together to support the whole child.

Integrity’s students practice five core values that reflect a child’s ability to become self-motivated, competent, and lifelong learners. The core anchors focus on the skills that are necessary to become caring, courteous, responsible, respectful and civic-minded citizens.

In school, a person’s core values must be approached comprehensively to include the emotional, intellectual, and moral qualities of a person or group. It must offer multiple opportunities for students to learn about, discuss, and enact positive social behaviors. Student leadership and involvement are essential for our core values to become a part of a student’s beliefs and actions.

Our Character Education focus is integrated into the curriculum as we continue to implement Caring School Community (CSC) which is a curriculum developed through the Center for the Collaborative Classroom. They are a nonprofit driven by their mission to develop the social and emotional skills needed to thrive. One of their core beliefs is that, "Relationships are fundamental. A child's sense of community is essential to healthy development and academic growth. The Caring School Community curriculum has been implemented in over 200,000 classrooms across the country and users have acknowledged that it has improved academics as well as behavior concerns while enhancing student engagement. Here are some components of the Caring School Community curriculum:

- Class meetings that build supportive relationships and shared goals within the classroom
- Cross-age "buddies" program
- School wide community-building and service activities
- Home-based parent involvement activities that help students connect their experiences at home with their experiences at school

Woven throughout CSC is an emphasis on helping students take greater responsibility for their learning and their behavior, and to deepen their commitment to values such as kindness, helpfulness, fairness, and respect for others. This approach creates a classroom climate that supports learning and turns "classroom management" into a process in which students are actively involved.

Along with our Core Anchors and CSC; Integrity has a partnership with Safe School Ambassadors (SSA) by Community Matters. It is an evidence-based program that empowers students to notice, think, and act upon mistreatment and bullying. It instills the power of being an "upstander" and doing the right thing. All students and teachers at Integrity Charter School are trained in the SSA actions that support the reduction of mistreatment. The actions include:

- Balancing - Put up a put down: Saying something positive about a person or group that was put down.
- Supporting - Show you care: Trying to make someone feel better when their feelings have been hurt. It's simple and quick and shows that you are there for that person.
- Reasoning - Get them to think: Talking a person out of doing something hurtful by helping them think about it; including the consequences and their choices. It is simple and quick and you aren't trying to "win an argument" or convince them of what to do.
- Distracting - Change the subject and/or move the people: Drawing attention away from an act of cruelty or mistreatment by changing the subject and/or separating the people. Speak directly to the people whose attention you want by being loud, assertive, and confident. You might need to repeat yourself. It works with people's "outsides" rather than their "insides".
- Active Listening - Notice and respond: Noticing and responding to a person's thoughts and feelings. Pay attention and respond by listening, showing concern, paraphrasing and summarizing, and reflecting.

- Getting Help - Talk to an adult you trust: Speaking with an adult you trust to help you handle a situation that is complicated, dangerous, or too hard to handle on your own. It is not snitching; it is going to an adult to get someone out of trouble about something big.

Social-Emotional Learning

Integrity Charter School also utilizes The Collaborative for Academic, Social, and Emotional Learning (CASEL) which is a trusted source for knowledge about high-quality, evidence-based social and emotional learning (SEL).

CASEL's mission is to help make evidence-based social and emotional learning (SEL) an integral part of education from preschool through high school. Their work is critical at a time when educators, parents, students, and employers increasingly recognize the value of SEL. They are united in their call for schools to educate the whole child, equipping students for success in school, and in life.

Teachers at Integrity Charter School plan for and implement the Five Core SEL Competencies of Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision Making into their classroom community building. Not only do teachers check-in with students regarding their social-emotional well-being, they also teach students the skills to be aware of and manage their social-emotional well-being.

Through professional learning and by including CASEL into the classroom, teachers can address longstanding inequities by promoting understanding, examining biases, reflecting on and addressing the impact of racism, building cross-cultural relationships, and cultivating adult and student practices that close opportunity gaps and create a more inclusive school community.

College and Career Readiness

Integrity Charter School is committed to access and equity for all students. In order to achieve this, the School has established goal setting for all students in terms of college and career readiness and is dedicated to exposing students to various college opportunities and experiences with different careers.

Integrity Charter School prepares students for a college pathway by empowering them to establish a purpose for their education. Each student chooses a career that they are interested in and they learn about that job and what it takes to achieve that career. When students have a goal in mind it helps with motivation and gives students purpose for attending school.

Seventh and Eighth Grade students and their families are given the A-G coursework requirements that are needed to graduate from high school with the appropriate entrance requirements for college admission. Eighth Grade students leave Integrity Charter School with an Individual Graduation plan created with a teacher and their parents.

Our English Learners, Foster Youth/Homeless, Students with Disabilities and

Socio-Economically Disadvantaged students do not often know what is required to attend college and universities. Many of the families do not have information on how to attain higher education for their children. Many families have never visited a college campus or know what is needed to achieve university level entrance. To help create a college going culture, every grade level visits a college campus during the school year. Students learn about the courses and opportunities that the educational facility offers. Each classroom displays a special area designated to their college of study. At the end of their eighth grade year, students will have visited 9 different institutions of higher learning. This sends a clear message that college is a possibility for all.

After School Enrichment Program

A goal of Integrity Charter School's After School Education and Safety Program (ASES) is to offer a comprehensive program that supports academic success, development of good character and leadership, and healthy lifestyles.

The ASES program has three distinctive components supported by resources and materials aligned to California State Standards. Youth rotate through the components of Homework Assistance, Enrichment activities, and Healthy Lifestyles.

(1) Homework assistance is provided daily to all youth for 60 minutes. The staff collaborates with classroom teachers in regards to progress made on youth's homework completion. Youth receive help with homework and activities in the areas of language arts and mathematics for a minimum of one hour each day. Called "Power Hour", this homework time helps youth complete their daily school assignments. Youth participate in independent reading, guided reading, online learning, and/or staff read aloud during tutorial and academic support during this hour. Included in that hour are high yield learning activities that support literacy.

(2) Enrichment activities typically extend beyond the subjects that are taught in schools and may include learning a foreign language, music, drama, dance, art, or even sports. Enrichment classes have a much broader focus and help the youth explore a certain subject in a fun and interactive manner. Youth are engaged in activities that may not look like learning to them, but they actually are learning. For example, if the child participates in a cooking class, they may use math to calculate measurements and even chemistry for mixing ingredients. In addition, they may employ problem-solving and group-work skills. These classes allow a child to hone in on their talents and strengths, build confidence, and do something they enjoy.

(3) Integrity Charter School promotes healthy lifestyles through healthy habits that include exercise, social-emotional well-being, and healthy options for food. This aligns with the after-school program options that include gardening, yoga, dance, and cooking.

Integrity Charter School believes there is a need for high quality, affordable after school enrichment programs. Integrity Charter School joins forces with the Boys & Girls Clubs of Greater San Diego Payne Family Branch, City of National City, CA and the National School District to work towards the goal of closing the achievement gap of youth.

Integrity Charter School believes that by implementing the above instructional programs, our students will build the skills to develop positive character and achieve high academic standards.

Multi-Tiered System of Support (MTSS) Framework

As stated in California's MTSS Vision in the Guide to Understanding California's MTSS, "The road to every child succeeding involves a statewide transformation that: 1) enhances equitable access to opportunity 2) develops the whole child 3) closes the achievement gap for all students". Integrity Charter School aims to ensure the school meets the needs of each and every student by giving all students access to the general education curriculum, instruction, and activities of their grade level peers. Integrity Charter School uses the Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP), aligned to California's Eight State Priorities to provide the infrastructure for creating a schoolwide system of support with California's Multi-Tiered System of Support Framework. "The CA MTSS Framework provides the structure needed to achieve an inclusive, equitable, and positive learning environment for each and every child."

Integrity Charter School follows the core elements of the CA MTSS Framework which include, "inclusive academic instruction supported by California's State Standards and Frameworks; Response to Instruction; Restorative Practices; and Inclusive Social Emotional Learning (SEL)" (Guide to Understanding California's MTSS).

Integrity Charter School will pursue the school-wide and subgroup outcome goals, as measured by multiple and varied benchmark assessments that are aligned to Common Core State Standards and reflect proficiency measures required by the California Assessment of Student Performance and Progress, as well as applicable state priorities detailed in California Education Code § 52060(d) that apply for the grade levels served, or the nature of the program operated, by the charter school. For purposes of measuring achievement of these goals, a numerically significant pupil subgroup will be defined as one that meets both of the following criteria:

(i) For purposes of this section, a numerically significant pupil subgroup is one that consists of at least 30 pupils.

(ii) Notwithstanding subparagraph (A), for a subgroup of pupils who are foster youth or homeless youth, a numerically significant pupil subgroup is one that consists of at least 15 pupils. Cal. Education Code § 52052(a)(3)(A)-(B).

Plan for Students Performing Below Academic Grade Level Expectations

Integrity Charter School follows the California Multi-Tiered System of Supports (MTSS) that is built on the premise that universal support must be provided for all students while knowing that some students many need supplemental support at various times and a few students may require more intensified temporary supports to be successful in the most inclusive and equitable learning environment of their grade level peers. Integrity Charter School implements Universal Design for Learning (UDL), differentiated instruction, and integrated education within all tiers. The MTSS Framework holds true for academic, behavioral, and social-emotional supports.

Students are provided temporary additional services and targeted supports in order to access the universal instruction provided to all students. Student data is used to inform decisions and are delivered by skilled and trained personnel. Data from assessments and observations are used to identify students that may require additional support as early as possible. Once students begin receiving additional support, their progress is measured through progress monitoring data and student outcomes.

Integrity Charter School utilizes a Student Success Team to develop a partnership between school and home that utilizes a problem-solving approach to help students to be more successful in school and at home. The SST includes the family, the general educator, the curriculum coordinator, support teacher and the administrators of the school. Others who may know the student, or have expertise, may also be invited to attend the meeting. At this meeting, the team will discuss the student's strengths, their background, the student's areas of concern, then the team will brainstorm intervention ideas and create an action plan. This intervention plan will be implemented and monitored until the team agrees to come back together. After several rounds without noted progress, the child may be referred for psycho-educational testing for the possibility of a specific learning disability.

Plan for High-Achieving Students

Integrity Charter School has high expectations for academic rigor and achievement for all students. We understand some students may require accelerated or enriched curriculum to engage and support them in achieving their academic potential. Students who are performing at or above grade level may receive enrichment and support throughout the instructional day. These supports may include differentiated materials and instruction, small group instruction, and programs that challenge students at their level.

Plan for Homeless and Foster Youth McKinney-Vento Homeless Assistance Act

Integrity Charter School will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Integrity Charter School will include specific information in its outreach materials, websites, and community meetings, notifying parents that the school is open to enroll and provide services for all students which shall include a school contact number to access additional information regarding enrollment.

Plan for English Learners

Integrity Charter School will meet all applicable legal requirements, state and federal, for English Learners, including long-term English Learners, as it pertains to annual notification to parents, student identification, placement, program options, designated and integrated instruction, educator qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating programs, and standardized testing requirements. Integrity Charter School will implement policies to ensure proper placement and evaluation. The school community will be given information regarding English Learner programs and the rights of students and parents/guardians.

Integrity Charter School will administer the home language survey (HLS) upon a student's initial enrollment and administer the English Language Proficiency Assessments for California (ELPAC) if any of the four questions on the HLS are marked with a language other than English. The student will be assessed with the English Language Proficiency Assessments for California (ELPAC) within 30 calendar days or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. All English Learners will take the ELPAC Summative Assessment annually thereafter between February 1st and May 31st until redesignated as fluent English Proficient (RFEP).

In accordance with the education department guidance issued in January 2019, Integrity Charter School will ensure all ELs with disabilities participate in the state's assessments. The Individualized Educational Program (IEP) team will follow federal laws to ensure all ELs will participate in the following ways:

- In the regular state ELPAC assessment without universal tools, designated supports, and accommodations.
- In the regular state ELPAC assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team.
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELPAC assessment with or without universal tools, designated supports, and accommodations.

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

Integrity Charter School will hire staff who have an English Learner Authorization, a Cross-Cultural Language Acquisition Development (CLAD), or a Bilingual CLAD Certificate and are knowledgeable about how to integrate strategies for second language learners into their instruction.

Plan for 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 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA"). Integrity Charter School will not discourage admission or continued enrollment of, or "counsel out," students with disabilities.

The Charter School is 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 (e.g., if the Charter School petition is not approved by the District), the Charter School shall be its own local educational agency

("LEA") and will apply directly for membership in a Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The Charter School will consider membership in the following SELPAs: San Diego County Office of Education South County Special Education Local Plan Area. The language that follows describes the special education program at the Charter School as a public school of the District.

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials 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 will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives 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 will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the IDEA

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

As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with

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

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

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

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

Staffing

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

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

Notification and Coordination

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

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

Identification and Referral

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

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

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

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

Assessments

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

IEP Meetings

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

with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

IEP Development

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

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

IEP Implementation

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

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved

IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the District and Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the District and the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the District agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the District conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the District, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

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

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

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

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

Due Process Hearings

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

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

SELPA Representation

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

Funding

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

Retention of Special Education Funds by the District

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

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

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

Contribution to Encroachment

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

Annual Goals and Actions to be Achieved in the State Priorities

INTEGRITY CHARTER SCHOOL will comply with all requirements pursuant to California Education Code § 47605(c)(5)(A)(ii) including developing a reasonably comprehensive description of annual goals and actions, for all pupils (i.e. schoolwide) and for each subgroup of pupils as identified in California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d).

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the Local Control and Accountability Plan pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County

Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

Attached as Appendix 1, please find LCAP documentation, which serves as a reasonably comprehensive description of Integrity Charter School's goals, actions, and pupil outcomes in and aligned with the State Priorities. Integrity Charter School will ensure that it creates and updates its plans and goals accordingly. The LCAP shall not be deemed part of the charter, and therefore, annual amendments to the LCAP shall not be considered a "material revision to the charter" as defined in section 47607. Actions intended to ensure that the school meets these goals and targets are delineated throughout this charter petition.

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. - California Education Code Section 47605(c)(5)(B).

State Priorities

Goals, actions, and outcomes in the State Priorities are reasonably comprehensively described in our LCAP. The complete LCAP is located in Appendix 1.

State Priority 1: Basic (Conditions of Learning)

Integrity Charter School ensures the basic priorities set for teacher assignments, standards aligned instructional material, and facilities that are in good repair are all met.

State Priority 2: State Standards (Conditions of Learning)

Integrity Charter School is committed to the implementation of academic content and performance standards adopted by the state board for all pupils.

State Priority 3: Parental Involvement (Engagement)

Integrity Charter School offers many opportunities for parent input in decision making. Integrity Charter School is committed to the promotion of parent participation in programs for all pupils.

State Priority 4: Pupil Achievement (Pupil Outcomes)

Integrity Charter School monitors student's performance on standardized tests and prepares students to be college and career ready. Teachers and Administrators monitor progress of all students including English learners and put systems in place that support students to become English proficient. Integrity Charter Schools' instructional program ensures English learners maintain a high reclassification rate.

We have outlined in our LCAP that we have a goal to increase proficiency for all students in English Language Arts and Mathematics. This is an outline of the proposed plans for the upcoming LCAP:

Integrity Charter School has a goal to increase student proficiency in ELA and Mathematics for ALL students, including the subgroup total proficiency scores, to bridge academic gaps in learning.

Metric	Baseline 2019-2020	Actions Description	Desired Outcome 2023-24
<p>Administration provides support for teachers around instructional practices based on the ICS Teacher Evaluation Rubric</p> <p>Metrics: 95% of teachers meeting or exceeding school's expectations for performance on ICS Teacher Evaluation Rubric.</p>	<p>Due to COVID-19 Pandemic, teacher evaluations were not conducted for the 2019-2020 school year.</p>	<p>Administration will give formal evaluations 2 times a year for all teachers who have been teaching at Integrity for less than 3 years and 1 time a year for all teachers who have been teaching at Integrity for more than 3 years in order to give feedback around goals.</p> <p>Administration will provide more than the required formal evaluations if needed.</p>	<p>95% of teachers meeting or exceeding school's expectations for performance on ICS Teacher Evaluation Rubric.</p>
<p>Administration provides support for teachers around instructional practices based on teacher goals.</p> <p>Metrics: Teacher SMART goals</p>	<p>Due to COVID-19 Pandemic, teacher goals were not set for the 2019-2020 school year.</p>	<p>Administration will meet with all teachers at the beginning of the school year to review ICS Teacher Evaluation Rubric and to set SMART goals.</p> <p>Administration will meet with teachers at various times throughout the year to review progress towards SMART goals.</p>	<p>95% of teachers will meet SMART goals.</p>
<p>10% increase of students and all significant subgroups in grades K-8 who score proficient or above on the Trimester 3 reading benchmark.</p> <p>Metrics:</p>	<p>Due to COVID-19 Pandemic, Trimester 3 data for 2019-2020 is unavailable.</p> <p>The most current reading data available for all K-4 students and K-4 students in significant subgroups</p>	<p>Give Renaissance Learning Early Literacy Assessment and Reading Assessment on a monthly basis.</p> <p>Incorporate frequent data analysis and vertical and/or team</p>	<p>Overall Student STAR: 50.87%</p> <p>EL: STAR: 41.6%</p> <p>FRL: STAR: 48.9%</p> <p>Homeless:</p>

<p>Renaissance Learning Early Literacy Assessment (K-1st) Renaissance Learning Reading Assessment (2nd-8th)</p>	<p>are from Trimester 2 of 2019-2020 Running Records.</p> <p>The most current reading data available for all 5th - 8th students and 5th - 8th students in significant subgroups are from Trimester 2 of 2019-2020 Renaissance Learning STAR Reading Assessment</p> <p>Moving forward, all K-1 reading data will come from Renaissance Learning Early Literacy Assessment and all 2nd-8th grade reading data will come from Renaissance Learning STAR Reading Assessment.</p> <p>Overall Student RR/STAR: 40.87%</p> <p>EL: RR/STAR: 31.6%</p> <p>FRL: RR/STAR: 38.9%</p> <p>Homeless: RR/STAR: 29.3%</p> <p>SpEd: RR/STAR: 12.1%</p>	<p>planning based on student needs.</p>	<p>STAR: 39.3%</p> <p>SpEd: STAR: 22.1%</p>
<p>10% increase of students and all significant subgroups in grades K-8 who score proficient or above on the Trimester 3 Math</p>	<p>Due to COVID-19 Pandemic, Trimester 3 data for 2019-2020 is unavailable.</p> <p>The most current data available for all</p>	<p>Give Renaissance Learning Math Assessment on a monthly basis.</p> <p>Incorporate frequent data analysis and</p>	<p>Overall Student Math BM: 60.66%</p> <p>EL: Math BM: 52.6%</p> <p>FRL:</p>

<p>benchmark.</p> <p>Metrics: Trimester 3 Curriculum Benchmark Assessments (K) and Renaissance Learning STAR Math Assessment (1st-8th)</p>	<p>students and students in significant subgroups is from Trimester 2 of 2019-2020.</p> <p>For K-8 the math data comes from Curriculum Benchmark Assessments.</p> <p>Moving forward all K math data will come from Trimester 3 Curriculum Benchmark Assessment and all 1st-8th grade math data will come from Trimester 3 Renaissance Learning STAR Math Assessment.</p> <p>Overall Student Math BM: 50.66%</p> <p>EL: Math BM: 42.6%</p> <p>FRL: Math BM: 50%</p> <p>Homeless: Math BM: 44.12%</p> <p>SpEd: Math BM: 29.17%</p>	<p>vertical and/or team planning based on student needs.</p>	<p>Math BM: 60%</p> <p>Homeless: Math BM: 54.12%</p> <p>SpEd: Math BM: 39.17%</p>
<p>3.1 point increase annually to achieve proficiency for “All students” category on the Dashboard for ELA.</p> <p>Metrics: CAASPP Dashboard Data</p>	<p>All Students CAASPP ELA: 9.1 points below standard 8.1 point increase from previous year</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs using students’ previous</p>	<p>All Students CAASPP ELA: 0.2 points above standard 9.3 point increase over 3 years</p>

		CAASPP scores and interim data.	
<p>3.1 point increase annually to move towards our goal of achieving proficiency for English Learner category on the Dashboard for ELA.</p> <p>Metrics: CAASPP Dashboard Data</p>	<p>English Learner: CAASPP ELA: 18.4 points below standard 3.2 point increase from previous year</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.</p>	<p>English Learner: CAASPP ELA: 9.1 points below standard 9.3 point increase over 3 years</p>
<p>4.0 point increase annually to move towards our goal of achieving proficiency for Socioeconomically Disadvantaged category on the Dashboard for ELA.</p> <p>Metrics: CAASPP Dashboard Data</p>	<p>Socioeconomically Disadvantaged: CAASPP ELA: 11.6 points below standard 4.4 point increase from previous year</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.</p>	<p>Socioeconomically Disadvantaged: CAASPP ELA: 0.4 points above standard 12.0 point increase over 3 years</p>
<p>3.33% increase annually to move towards our goal of achieving proficiency for Homeless category for ELA.</p> <p>Metrics: CAASPP data</p>	<p>Homeless: CAASPP ELA: 40.00% proficient or above</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.</p>	<p>Homeless: CAASPP ELA: 50.00% proficient or above</p>
<p>3.33% increase annually to move towards our goal of achieving proficiency for Students with Disabilities category for ELA.</p>	<p>Students with Disabilities: CAASPP ELA: 12.50%</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on</p>	<p>Students with Disabilities: CAASPP ELA: 22.50%</p>

Metrics: CAASPP data		student needs using students' previous CAASPP scores and interim data.	
2.0 point increase annually to achieve proficiency for "All students" category on the Dashboard for Math. Metrics: CAASPP Dashboard Data	All Students CAASPP Math: 4.2 points below standard 17.4 point increase from previous year	Give CAASPP Interim Assessment for Fall and Winter and Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.	All Students CAASPP Math: 1.8 points above standard 6.0 point increase over 3 years
4.3 point increase annually to move towards our goal of achieving proficiency for English Learner category on the Dashboard for Math. Metrics: CAASPP Dashboard Data	English Learner: CAASPP Math: 12.9 points below standard 12.7 point increase from previous year	Give CAASPP Interim Assessment for Fall and Winter and Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.	English Learner: CAASPP Math: 0 points below standard 12.9 point increase over 3 years
2.4 point increase annually to move towards our goal of achieving proficiency for Socioeconomically Disadvantaged category on the Dashboard for Math. Metrics: CAASPP Dashboard Data	Socioeconomically Disadvantaged: CAASPP Math: 7.1 points below standard 14.4 point increase from previous year	Give CAASPP Interim Assessment for Fall and Winter and Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.	Socioeconomically Disadvantaged: CAASPP Math: 0.1 points above standard 7.2 point increase over 3 years
3.33% increase annually to move towards our goal of achieving proficiency for Homeless category for Math.	Homeless: CAASPP ELA: 25.00% proficient or above	Give CAASPP Interim Assessment for Fall and Winter and Incorporate frequent data analysis and	Homeless: CAASPP ELA: 35.00% proficient or above

<p>Metrics: CAASPP data</p>		<p>vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.</p>	
<p>3.33% increase annually to move towards our goal of achieving proficiency for Students with Disabilities category for Math.</p> <p>Metrics: CAASPP data</p>	<p>Students with Disabilities: CAASPP Math: 0.00%</p>	<p>Give CAASPP Interim Assessment for Fall and Winter and</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs using students' previous CAASPP scores and interim data.</p>	<p>Students with Disabilities: CAASPP Math: 10.00%</p>
<p>3.33% increase annually to move towards our goal of achieving English language proficiency for all English learner students on the Dashboard</p> <p>Metric: ELPAC data from the Dashboard</p>	<p>55.2% making progress towards English language proficiency.</p>	<p>ELD Support Teacher will provide push-in support in the classroom for English learners based on ELPAC scores and needs.</p> <p>Teacher will use ELD Framework and ELD Standards to plan accordingly for their English learners.</p> <p>Incorporate frequent data analysis and vertical and/or team planning based on student needs.</p> <p>Teachers will incorporate GLAD strategies into their lessons.</p> <p>Instructional Leadership Team will research, review and select ELD curriculum that will be</p>	<p>65.2% making progress towards English language proficiency.</p>

		<p>implemented by trained classroom teachers.</p> <p>Opportunities for professional learning will be provided.</p>	
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State Priority 5: Pupil Engagement (Engagement)

Pupil Engagement is monitored by school attendance rates and chronic absenteeism rates. Integrity Charter School monitors and responds, in real time, to students who are chronically absent or have attendance needs.

State Priority 6: School Climate (Engagement)

Integrity Charter School monitors and responds to pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents, and staff on the sense of safety and school connectedness.

State Priority 7: Course Access (Conditions of Learning)

Integrity Charter School students are enrolled in a broad course of study that includes all of the subject areas described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable.

State Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Integrity Charter School will measure pupil outcomes in all subject areas of study described in Education Code Section 51210 and subdivisions (a) to (i), inclusive, of Education Code Section 51220 (physical education, the arts, etc).

Student and School Outcomes

Integrity Charter School will:

- Help students acquire reading, writing, verbal and math skills that meet or exceed those expected of California public school students through research based curriculum measured by standardized tests and multiple assessment measures.
- Exhibit student improvement on standardized test scores that compare favorably with schools that have similar student population.
- Have high student and staff attendance rates.
- Enable access to the Internet as an educational tool.
- Teach skills to become articulate and self-assured leaders.

- Create a clear understanding of responsibilities and rights concerning students, staff, family members, and community.
- Guide students to emotional maturity, including empathy and responsibility for actions.
- Promote critical thinking skills.

Instruction and Assessment Practices

The following outcomes apply to all groups of students served by Integrity Charter School:

- Participate in learning events/lessons/assessments that align with identified content, performance standards, and essential questions.
- Engage in inquiry and problem-based learning activities as a critical and creative thinker, problem-solver/generator, and investigator.
- Make links within and among disciplines through interdisciplinary connections.
- Learn in an environment that promotes optimal learning and positive behaviors, incorporates research-based activities, and addresses students' needs and learning styles.
- Receive instruction that addresses individual, academic/physical/social/emotional needs.
- Use a variety of appropriate and culturally relevant resources.
- Experience different cultural perspectives.
- Use relevant technology.
- Engage in a variety of assessments.
- Demonstrate understanding of content, performance, product, and behavior expectations.
- Demonstrate learning through varied assessments, including open response, on-demand, and portfolio-appropriate writing tasks, that address identified content, performance standards, and essential questions.
- Demonstrate effective communication skills (e.g., reading, writing, speaking, listening).
- Receive positive, varied, and continuous feedback on learning progress.
- Engage in conferences for the purpose of improving academic and behavioral performance.
- Reflect on learning experiences.
- Recognize and celebrate achievements through a variety of options.
- Engage in planning next steps for learning including connections to career choices.

The above listed outcomes align with the state priorities, address common core state standards and state/content performance standards, and ensures an outcome for academic success.

Integrity Charter School will further provide:

- A secure and welcome environment.

- A faculty exemplifying lifelong learning, professionalism, and role models for students. This faculty will be collaboratively accountable for high achievement standards and will collaboratively continue to develop and instruct academically rigorous programs and participate in ongoing staff development.
- Parent meetings and events which will provide parents with an avenue to become involved in their children's education and provide parents with innovative ways of working educationally with their children.

ELEMENT 3: METHODS OF MEASURING PUPIL PROGRESS

Governing Law: The method by which pupil progress in meeting those student 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. – California Education Code Section 47605(c)(5)(C)

Assessment of Students and Student Outcomes

As a public school, Integrity Charter School is subject to state accountability targets as defined by the California School Dashboard and System of Support. California's accountability and continuous improvement system provides information about how local educational agencies and schools are meeting the needs of California's diverse student population.

Integrity Charter School complies with and adheres to state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Integrity will submit and maintain up-to-date and accurate California Longitudinal Pupil Achievement Data System (CALPADS) data.

1. The State of California Testing Program utilizes the California Assessment of Student Performance and Progress (CAASPP) assessment system, California Science Test (CAST) in grades 5 and 8, California Physical Fitness Tests, and the English Language Proficiency Assessments for California (ELPAC).
2. Multiple assessment measures in Reading and Mathematics to provide consistent feedback to parents, students, and teachers regarding educational progress.
3. Other assessment measures of writing on demand, essay exams, oral presentations, and textbook curriculum testing will be utilized. Standards-based report cards will inform students and parents of academic progress.
4. Student Benchmark assessments will be given at the end of each trimester and at the beginning of the year for baseline information.

Integrity Charter School affirms that its methods for measuring pupil outcomes for the state priorities, as described in Element 2 of this charter, shall be consistent with the way information is reported on a School Accountability Report Card (SARC) as required by Education Code Section 47605(b)(5)(C).

Students in Need of Extra Support

Students will be closely followed week-by-week and students identified as failing performance standards will be given tutorial and/or Response to Intervention (RTI) assistance. An SST Team of administrators, teachers, parents and students (as appropriate) will give recommendations and implement corrective plans for students failing academically or needing social assistance.

Students with Disabilities

The school will follow all Federal and State mandates for Special Education and will offer a full continuum of Special Education services as delivered by the National School District Special Education Staff.

Parent Surveys

Annual parent surveys will be conducted to measure the levels of parent participation and satisfaction with all aspects of the educational program.

Student Surveys

Annual student surveys will be conducted to measure the satisfaction with all aspects of the educational program.

Grading and Progress Monitoring

Parents will be given a standards-based report card every trimester and we will prepare a progress report for parents of at-risk students during the middle of every report card period. Teachers will meet with parents to report on individualized student plans and to explain the results of the report card. Teachers are encouraged to meet more often with parents and will be obligated to communicate with parents regarding serious academic or emotional problems of students. Parents will also be apprised of student progress through communication of standardized test results and multiple measure assessments.

School Accountability Report Card

Each academic year, Integrity Charter School will prepare for parents and the community the School Accountability Report Card (SARC). This report will provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics. A SARC is an effective way for a school to report on its progress in achieving goals.

ELEMENT 4: GOVERNANCE

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 parent/guardian involvement. – California Education Code Section 47605(c)(5)(D)

Legal

Integrity Charter School has been established and is operated as a California non-profit public benefit corporation and is governed in accordance with the policy guidelines as set forth by the State of California. The school will follow all the mandates of the Brown Act for governance. Integrity Charter School will be governed by its Board of Directors whose duties are set forth in this section.

The school will comply with federal, state and local laws that are applicable to public charter schools; it will retain its own legal counsel when necessary. The school will purchase from the San Diego County Risk Management JPA or other vendors' general liability, automotive liability, errors and omissions, property, and workman's compensation policies as necessary. In support of educational programs, Integrity Charter School will be non-sectarian in its programs, admissions policies, employment practices, and other operations, shall not charge tuition, and shall not discriminate against any student or staff member on the basis of race, ethnicity, age, national origin, sexual orientation, gender, gender expression, gender identity, disability, or upon any of the characteristics listed in Education Code Section 220.

Attached as Appendix 5 are Integrity Charter School's Bylaws, Articles of Incorporation, and Conflict of Interest Code.

Conflict of Interest

Integrity 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, Corporations Code conflicts of interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations.

As noted above, the Conflict of Interest Code is attached within Appendix 5.

Governance

Board of Directors

Integrity Charter School is governed by the Board of Directors of Integrity Charter School ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board has a legal fiduciary responsibility for the well being of the Integrity Charter School. The Board shall consist of no less than three (3) and no more than five (5) directors, of which Integrity Charter School will include at least one (1) parent or legal guardian or grandparents of Integrity Charter School students.

Attached, please find, biographies of each board director in appendix 8.

Board of Directors Meetings and Duties

The Board of Directors currently meets monthly, on Integrity Charter School's campus at 701 National City Blvd. National City, CA 91950, unless otherwise noted (i.e. on Zoom due to a global pandemic), and in accordance with the Brown Act and Education Code Section 47604.1(c). Meetings of the Board are open and meeting dates, times and locations are posted on the campus and Integrity Charter School's website. Notices, agendas, and minutes of meetings will be recorded and retained in the Integrity Charter School files. These records will be accessible for public and District review upon request. The Board of Directors is fully responsible for the operation and fiscal affairs of Integrity Charter School including, but not limited to, the following:

- Hiring and evaluating the Executive Director.
- Fundraising, promotion and implementation of Integrity Charter School's mission and vision.
- Carrying the mission of the Charter School into the community and bringing the views of the community into the Charter School.
- Approving and executing all other responsibilities provided for in the California Corporations Code, The Articles of Incorporation Bylaws, and this charter necessary to ensure the proper operation of the school.
- Adhere to the Brown Act.
- Approve all contractual agreements.
- Approve and monitor the implementation of general policies of the Charter School.
- Approve and monitor the Charter School's annual budget and budget revisions.
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establish operational committees as needed.
- Regularly measure progress of both student and staff performance.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Engage in ongoing strategic planning.
- Approve the school calendar and schedule of Board meetings.
- Participate in the dispute resolution procedure and complaint procedures when necessary.
- Approve annual independent fiscal audit.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

- Approving and monitoring the implementation of fiscal, legal and governmental functions of the Charter School.

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

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

The Board will develop, continuously review, and update policies and internal controls to prevent fiscal mismanagement and financial conflicts of interest in the governance and operations of the charter school. The Board will also attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

Board of Parents and Community Members

Parents and community involvement in the governance of the school is assured by virtue of their integrated participation in the Board of Directors, the School Site Council and the English Learner Advisory Committee.

Integrity Charter School will notify parents/guardians that parental involvement is not a requirement for admission in or continued enrollment in the charter school.

School Site Council (SSC)

Integrity Charter School will have a School Site Council that will include the Executive Director, Assistant Director, three parents, two teachers, and one classified representative. The School Site Council will provide input to the Board through the School Director on the operations of the school, staff, teachers, and students. It will review and provide input on policies and procedures for expulsions, curriculum, fundraising, and governance ideas. The Bylaws of the School Site Council will include procedures for dispute resolution involving students, parents, and staff.

English Learner Advisory Committee (ELAC)

Integrity Charter School has formed an ELAC, led by the Executive Director of the school. The percentage of parents of ELs who are elected is at least equal to the percentage of English learners at the school. For example, if 50% of the students at the Charter School are English learners, at least 50% of the membership of the ELAC will be parents of ELs. The remaining 50% of the committee members may be the school Director, community members, teachers of participating students, instructional aides, and/or parent liaisons.

The role of the English Learner Advisory Council is to advise the principal and School Site Council on programs and services for English learners as per the LCAP. The ELAC acts in an advisory capacity. It is not a decision making body, but it is the voice of the English Learner community. Specifically, the ELAC:

1. Advises on the development of services for English Learners.
2. Assists in the development of the Charter School's needs assessment and efforts to make parents aware of the importance of regular school attendance.

Participation on the ELAC is vital to the success of the Charter School. Meetings are held in public, and are publicized via Class Dojo, social media and Brightarrow messaging. Attendance is encouraged by combining Coffee with the Principal and the ELAC meetings.

Parent Teacher Committee (PTC)

Parents will be encouraged to become active in developing their child's learning plan and the school's curriculum, evaluation process, and other programs. Parents will be able to participate in the PTC. This PTC will encourage parent participation in school programs, provide fundraising and social opportunities for parents and students, and advise on parent education programs.

Consultants

With the direction of the Board of Directors, and review by the School Site Council, external consultants may be employed to assist the Board in the following areas:

- Development and execution of an operational business plan focused on student achievement
- Development of plans for parent events
- Developing a Communications Plan for parents and parent involvement in school programs
- Measurement of progress towards achieving both student and staff performance
- Curriculum development guidelines, textbook recommendations, student assessment guidelines, accreditation planning, special education consultation, handbook development, operations consultation on attendance requirements, ADA compliance,

legal compliance, charter compliance and review, litigation, district communication,
budget and accounting model implementation

ELEMENT 5: EMPLOYEE QUALIFICATIONS

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

Integrity Charter School believes that all of its employees play a key role in creating a successful learning environment. Integrity Charter School recruits professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities.

The recruitment process may include, but not be limited to, posting job descriptions at local community organizations, promoting at school site job fairs, posting on ED Join and the Charter School’s employment/career website, posting jobs at teacher credentialing program sites, and advertising in the community and regional newspapers. The following are the employee qualifications for all key employees at Integrity Charter School. Integrity Charter School employees will meet specific qualifications for employment as outlined in their job descriptions.

Attached, in Appendix 9, will be job descriptions.

Administrative Team

Integrity Charter School’s Administrative Team consists of only the Executive Director and the Assistant Director. The Executive Director and Assistant Director at Integrity Charter School should jointly possess leadership abilities and a comprehensive educational vision that is consistent with the school’s mission and educational program. In addition, the Directors should jointly possess skills in hiring excellent teachers, technological and data-analysis experience, and if possible, business experience. Experience in a school serving high-risk populations, including minority children, is required.

Qualifications of the Executive Director and Assistant Director:

The Executive Director and Assistant Director shall have the following qualifications:

1. Understands leadership models and the difference between leading and managing
2. Understands group dynamics
3. Understands and is open to the opinions of others
4. Enjoys challenges and is stimulated by the dynamics of a growing organization
5. Shows awareness of and knowledge about existing educational models and can articulate their philosophy
6. Embraces the mission and vision of the charter school and can articulate it
7. Seeks to create a school that supports the school mission
8. Encourages an active partnership between teachers, children, and parents
9. Is accessible to parents and expresses empathy and support for families

10. Expresses faith in and respect for children
11. Can serve as liaison between the charter school and the community at large
12. Can serve as liaison between the charter school and the National School District
13. Articulates an active supervision model that encourages high staff performance and accountability
14. Can challenge the ordinary and routine ways of seeking answers and solving problems
15. Is respectful, thoughtful, decisive, fair and possesses integrity in all their dealings with the school community
16. Uses effective conflict resolution skills as needed on a regular basis with children, staff, and parents
17. Empowers staff, children, and parents to grow and learn within the school community and has high expectations for such
18. Is a lifelong learner

School Leadership Team

Integrity Charter School's School Leadership Team shall consist of the Administrative Team, Instructional Lead Teachers, and the Curriculum and Testing Coordinator. The team will work together to support the mission of the school while ensuring that academics are the top priority. They will meet weekly to discuss the needs of the academic program and, but, not limited to important decisions to be made for the school.

Instructional Lead Teachers

The Instructional Lead Teacher(s) are to assist in improving instruction by providing teachers with new strategies for teaching and learning. They support teachers in the effective implementation of best practices related to instruction.

Qualifications:

1. Hold California teaching certificate.
2. Minimum of seven years successful teaching experience.
3. Posses teaching experience resulting in an extensive repertoire of knowledge of scientifically based research instructional strategies, teaching of various content areas, and evaluation and performance assessment.
4. Ability to work well with students, parents, staff, and the community.
5. Strong leadership and collaborative skills.
6. High integrity, excellent character, and good professionalism.

Curriculum and Testing Coordinator

The Coordinator of Curriculum and Assessment will work to support a comprehensive assessment and instructional program K-8 in all core subject areas. The Curriculum and Assessment Coordinator should have deep knowledge of best instructional practices for all content areas, assessment knowledge, the ability to analyze and make instructional shifts using data. The Curriculum and Assessment coordinator is responsible for providing instructional leadership across subject areas.

Qualifications:

1. Hold California teaching certificate.
2. Minimum of seven years successful teaching experience.
3. Posses teaching experience resulting in an extensive repertoire of knowledge of scientifically based research instructional strategies, teaching of various content areas, and evaluation and performance assessment.
4. Ability to work well with students, parents, staff, and the community.
5. Strong leadership and collaborative skills.
6. High integrity, excellent character, and good professionalism.

Teachers

Integrity Charter School teachers will meet all requirements for employment set forth in Education Code Section 47605(l)(1), including holding the Commission on Teacher Credentialing certificate, permit required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. Teachers shall also meet the credentialing requirements pursuant to Board-adopted personnel policies for the hiring of highly skilled educators who have expressed a commitment to the Charter School.

Qualifications

The most important qualifications for our teachers are:

- Caring about our students and their families/guardians
- Good communication skills with families/guardians
- Familiarity with or willingness to be trained in the school's curriculum sequence and learning styles
- A demonstrable effectiveness in teaching
- A willingness to work hard and to take responsibility and exercise leadership in the school

Specific qualifications include:

1. Possession of the California Commission on Teacher Credentialing 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. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.
2. Knowledge of child development – specifically of physical, emotional, and developmental patterns
3. Knowledge of general learning theories and curriculum development
4. Possession of CLAD Certification
5. A team player with experience working in a collaborative environment
6. Professional manner and appearance
7. Ability to communicate with parents and sees parents as a resource and partner
8. Possesses conflict resolution skills
9. Patient and caring and possesses a sense of humor
10. Uses good organizational skills to meet the needs of their class
11. Believes concept that a successful learning process is a collaborative effort between student, teacher, and parent
12. Open to input and feedback regarding professional growth and performance
13. Open to innovative approaches to meeting educational goals
14. Values tolerance and embraces anti-bias education
15. Promotes and supports multiculturalism
16. Sensitive to gender differences and needs
17. Capable of working with small and large classroom groups
18. Adaptable and flexible and resourceful

The school will maintain a current copy of teacher certificates on file. The charter school will not use emergency permit teachers to fill a teaching position. The only exception would be in the case of a vacancy where no credentialed teacher would be available and only in a temporary situation until a fully credentialed teacher is hired.

Integrity Charter School will comply with all requirements for employment set forth in applicable provisions of the law and, pursuant to Education Code Section 47605(l)(2), will ensure all teachers have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code Sections 44339, 44340, and 44341.

Instructional Support Staff

Integrity Charter School's Instructional Support Staff includes instructional assistants, academic support teachers, educational assistants who serve as in-house substitute teachers, and SpEd services provided by the District which include a RSP teacher, a SpEd instructional assistant, a speech and language pathologist, and a psychologist.

Academic Support Teacher

The Academic Support Teacher facilitates and coordinates the implementation of a K-8 classroom intervention program, provides special instruction to individuals and small groups of students with identified needs; and does other related functions as required.

Qualifications:

Knowledge of:

- Principles, theories, methods, techniques and strategies pertaining to teaching and instruction of elementary students;
- Child growth and development and behavior characteristics of elementary students;
- Educational curriculum and instructional goals and objectives, and the educational trends and research findings pertaining to student educational programming;
- Behavior management and behavior shaping strategies, techniques and methods, and conflict resolution procedures;
- Socio-economic and cultural background differences of the general school population;
- Technology including computers and computer programs.

Ability to:

- Plan, organize, develop, and enthusiastically conduct a comprehensive teaching and instruction program for pupils in grades K to 8, or a combination of these grades;
- Apply concepts and abstract learnings to practical situations;
- Provide effective learning experiences for students with a wide range of socio-economic and cultural backgrounds and with varying mental, social and emotional levels;
- Effectively assess the educational needs of students and design, develop and implement sound individualized educational plans;
- Provide an attractive, inviting and stimulating learning environment;
- Perform research and development activities pertaining to related elementary curriculum and instruction programs, pilot projects and innovative programs designed to enhance student educational opportunities and experiences;
- Communicate effectively in oral and written form using grammatically correct language;
- Understand and carry out oral and written directions with minimal accountability controls;
- Establish and maintain cooperative and effective working relationships

Non-Instructional Support Staff

Integrity Charter School employs a variety of non-instructional support staff. These consist of noon duty supervisors, child nutrition service assistants, a maintenance groundskeeper, PM custodian, office technicians, an office assistant, a communication and student services coordinator, and a financial officer.

Communications and Student Services Coordinator

The Communications and Student Services Coordinator provides communication and supports administrative personnel in the operation and compliance with school's objectives; communicating information to staff, families and public; ensures that the school remains compliant for all local, State and Federal regulations and completion or required reporting; and assists with the creation, implementation and reporting of related LCAP goals and actions.

Qualifications:

- Ability to work collaboratively and respectfully in a complex environment to maximize creative thinking that results in new approaches or quality improvements
- Consistent demonstration of culturally competent behaviors and attitudes
- Outstanding verbal, written, and interpersonal communications skills
- Proven ability to organize and manage multiple priorities and projects, and excellent time management skills
- Understanding of design, construction, and delivery of electronic communications
- Ability to track, measure, and adjust work priorities using marketing analytics
- Ability to work well with students, parents, staff, and the community
- Strong leadership and collaborative skills
- High integrity, excellent character, and good professional reputation

Financial Officer

The Financial Officer ensures the short and long term prudent fiscal operation of the school, including management of all assets and liabilities; leads the division in implementing best practices in public sector financial management and planning; manages and provides oversight for all financial and related services; collaborates with the Director to lead the budget process and communicate with all stakeholders; administers the distribution of financial resources in accordance with allocations determined by the School Board and administration. The Financial Officer also acts as the schools Food Service Director, overseeing the cafeteria and meal distribution and ordering.

Qualifications:

- A minimum of five years experience in a supervisory or management position in finance and administration in the private or public sector.

- Experience with public sector budget processes required. Experience in a public school setting preferred. Successful experience in the oversight, financial control and supervision of budgeting, accounting, federal and state grants payroll, and procurement.

ELEMENT 6: HEALTH & SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237. (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282. (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. – California Education Code Section 47605(c)(5)(F)

Procedures for Background Checks

Integrity Charter school shall comply with all provisions of Education Code 44237, including the requirement that as a condition of employment each new employee must submit fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The requirements for criminal records review shall meet or exceed District personnel standards. All persons assigned to work at the school will have their records processed by the District personnel department and will undergo a criminal records review with the expense to be borne by the charter school.

Immunizations

Records of student immunizations shall be maintained and staff shall honor the state requirements as stated by the Department of Public Health for . Integrity Charter School will require all enrolling students and staff to provide documentation of immunization in accordance with requirements of the Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. This includes immunizations for polio, diphtheria, tetanus, pertussis, measles, mumps, rubella, and Hepatitis B as described in Department of Health Services Document IMM-231. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Vision, Hearing, and Scoliosis

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

Facility Safety

Integrity Charter School will develop further health, safety, and risk management guidelines in consultation with District insurance carriers and risk management experts. School facilities shall comply with state building codes (understanding that charter schools are exempt from the Field Act) and the Federal Americans with Disabilities Act (ADA) requirements.

The Charter School tests 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 conducts fire and natural disaster drills as required under Education Code Section 32001 and in conjunction with the District.

Nursing services shall be available on site to the extent identified in the budget. Teachers and administrators are First Aid and CPR certified. Student health screening will be done by a contracted provider or as contracted through the District.

School Safety Plan

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

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- procedures for conducting tactical responses to criminal incidents
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Medication in School

Integrity Charter School stocks and maintains the required number and type of emergency epinephrine auto-injectors onsite and provides training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but 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.

Family Educational Rights and Privacy Act

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

Suicide Prevention Policy

Integrity Charter School serves students in Seventh and Eighth grades and complies with the requirements of AB 2246 (2016), codified in Education Code section 215. Which states that the school shall have a pupil suicide prevention policy which was developed in consultation with school and community stakeholders, San Diego County Office of Education mental health professionals, and suicide prevention experts.

Feminine Hygiene Products

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

Nutritionally Adequate Free or Reduced-Price Meal

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

California Healthy Youth Act

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

Emergency Preparedness

The Charter School shall adhere to an Emergency Preparedness Handbook/School Safety Plan drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Medication in School

Integrity Charter School adheres to Education Code Section 49423 regarding administration of medication in school.

Prevention of Human Trafficking

Integrity Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in Sixth through Eighth grades of human trafficking prevention resources.

Bullying Prevention

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

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

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

at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

Asbestos Management Plan

ICS has developed, or will develop, an asbestos management plan in accordance with the Asbestos Hazard Emergency Response Act;

Notification of Access to Student Mental Health Services

ICS has developed, or will develop a twice yearly notification plan informing students and parents on how to access available student mental health services.

Title IX

ICS will comply with Education Code Section 221.61 and Title IX.

ELEMENT 7: 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, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. – California Education Code Section 47605(c)(5)(G)

Student Population – California School Dashboard, 2020

	African American	American Indian	Asian	Filipino	Hispanic	Pacific Islander	White	Two or More Races	Students with Disabilities	English Learners	SED
ICS	2.4%	0.0%	0.0%	3.2%	90.5%	0.0%	3.0%	0.5%	8.1%	54.3%	90.0%
NSD	1.3%	0.1%	1.9%	8.5%	83.5%	0.4%	2.1%	1.7%	11.8%	52.7%	80.1%

Integrity Charter School will strive to achieve a racial and ethnic, special education, and English learner, including redesignated fluent English proficient student population balance amongst its student body that is reflective of the general population residing within the territorial jurisdiction of the District. The means by which Integrity Charter School shall accomplish this goal are as follows:

- Attending community events of a broad group of racial, economic, ethnic, special education, and English learner, including redesignated fluent English proficient student populations
- Making all information digitally available on Integrity Charter School's website and social media.
- Integrity Charter School conducts an open enrollment period of at least 30 days.
- Admissions Policies and Procedures Preferences Integrity Charter School maintains an accurate accounting of the ethnic, racial, special education, and English learner, including redesignated fluent English proficient, balance of students enrolled in the Charter School.

Such data is reviewed by the Administration Team and Board of Directors at least annually, whereby modifications to the recruitment and outreach efforts described above may be made.

Information regarding the application period, enrollment process, and, if necessary, the lottery procedures will be accessible on Integrity Charter School's website.

ELEMENT 8: ADMISSION POLICIES & PROCEDURES

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

Integrity Charter School’s recruitment strategies are designed to reach out to all families, including students with disabilities, to enable the Charter School to have a diverse student body. All students who wish to attend Integrity Charter School will be admitted, space permitting.

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 according to the place of residence of the pupil or of his or her parent or guardian within the state.

Integrity Charter School will be non-sectarian in its programs, admission policies, employment practices, 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.

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 parents.

No test or assessment shall be administered to students prior to acceptance and enrollment into Integrity Charter School. After admission, Integrity Charter School shall require students who wish to attend Integrity Charter School to complete an Enrollment Packet. Enrollment packets will need to be completed with the following, but not limited to:

- Student Enrollment Form
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Release of records¹

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 level has received more applications than availability. In the event that this happens, Integrity Charter School will hold a public random drawing (“lottery”) to determine admission for the impacted grade level, 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 per Board approved lottery policy:

1. Children of ICS employees. At most, employees’ children will constitute no more than 10 percent of the student body.
2. Siblings of students admitted to or attending ICS.
3. Socioeconomically disadvantaged students, as determined by Free or Reduced Price Meal eligibility.
4. Students who reside in the District.
5. All other applicants permitted by law.

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 public random drawing will be conducted using the following rules and procedures, which will be communicated to all interested parties at least 30 days prior to holding the drawing:

Integrity Charter School will collect student Enroll Forms during the open enrollment period through an online application system or paper application system.

¹ In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment.

When completing an application, a parent/guardian will indicate if any of the above preferences is applicable. At the end of the open enrollment period, Integrity Charter School staff will verify whether applications qualify for the preference(s) indicated. At the close of the open enrollment period, the Charter School will evaluate the number of applications received for each grade level.

Determination of admission shall begin with preference group #1 (children of employees of Integrity Charter School). If there is sufficient capacity within a grade level to admit all students in preference group #1, then all such students in preference group #1 will be admitted. If there is not sufficient capacity within a grade level to admit all students in preference group #1, then Integrity Charter School will hold a random drawing within that preference group to determine admission. If there is remaining space available in a grade level after students from preference group #1 are admitted, then Integrity Charter School will conduct the drawing within preference group #2 to determine admission. The drawing will continue as described above moving through the remaining preference groups in numerical order until all available spaces are filled in each grade level.

Those individuals whose names are drawn after all spaces have been filled will be placed on a waiting list in the order drawn and according to the admission preferences described above, as applicable. In no circumstance will a waiting list carry over to the following school year. Families initially offered a space or promoted off of the waiting list shall be informed via email and phone call of the offer of admission and shall have five (5) school days from the date of contact to respond. The Charter School shall attempt on at least one separate occasion to contact the parents/guardians by telephone. Those families not responding within the 5 school day period will be placed back on the waitlist.

The Charter School will enlist the services of an outside agency, auditor, or person of good standing not employed by the Charter School to monitor and verify the fair execution of all activities related to holding the lottery. The outside agency, auditor, or person of good standing verifying the fair execution of the lottery shall confirm in writing that the lottery was conducted fairly, and the Charter School shall keep on record copies of that confirmation.

The open enrollment period will last for at least 30 days. If necessary, the lottery will take place within 30 days of closing the open enrollment period. The lottery will take place on the Charter School's campus in a facility large enough to allow all interested parties to observe the drawing, or at another public venue near the Charter School large enough to accommodate all interested parties. The lottery will be streamed live via an online platform. The lottery will take place on a weekday, evening, or morning or other time when most interested parties who wish to attend may do so.

ELEMENT 9: ANNUAL INDEPENDENT FINANCIAL AUDITS

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

Integrity Charter School and the District will enter into a Memorandum of Understanding to define the fiscal and operational roles, responsibilities, and expectations of each party.

Audit and Accountability

An annual independent financial audit of the books and records of Integrity Charter School will be conducted as required by Education Code Sections 47605(c)(5)(l) and 47605(m). The books and records of Integrity 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.

Each year, the Board of Directors will select an independent auditor. The Executive Director and the Financial Officer will be responsible for contracting and overseeing the auditing process to be conducted. 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.

The annual audit will be completed and forwarded to the District, the San Diego County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director and the Financial Officer will review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. All exceptions, deficiencies, and their remedies will be communicated to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. The Board of Directors will resolve audit exceptions and deficiencies in a timely fashion. 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 Integrity Charter School is a public record to be provided to the public upon request.

The National School District will periodically review the fiscal integrity of Integrity Charter School in order to satisfy itself that sound financial procedures are in place and are being followed. The adherence to such sound financial practices by Integrity Charter School is a condition for continuance.

Integrity Charter School will promptly respond to all reasonable inquiries, including inquiries regarding its financial records.

Integrity Charter School will adhere to legal and the district's reporting requirements providing the following reports as required by law:

1. California Basic Educational Data System (CEBDS)
2. Average Daily Attendance (ADA) reports J18/19
3. Budget - yearly adopted budget and interim reports
4. School Accountability Report Card, own format (SARC)
5. Copies of annual, independent financial audits employing generally accepted accounting principles.

Insurance and Safety Policy

Integrity Charter School will purchase and maintain as necessary: general liability, automotive liability, errors and omissions, property, workers compensation policies, either as part of the San Diego County Risk Management JPA insurance program or other private or public insurance programs.

Integrity Charter School will develop health, safety, and risk management guidelines in consultation with its insurance carriers and risk management experts.

Programmatic Report

Once annually, Integrity Charter School will make a report to the Governing Board of the National School District. This report will, at a minimum, include the following:

- Summary data showing student progress toward the goals and outcomes specified in Element Two from assessment tools and techniques listed in Element Three
- Student enrollment data including number of students enrolled, number on waiting lists, number of students whose home school is in the National School District
- Summary data on the results of student state testing, including the current year and prior two years. Student performance data will also be disaggregated by significant subgroups, i.e., English learners, Socioeconomic status, Homeless, Special education
- Summary data related to student attendance
- School goals for the coming academic year based on student performance data, curriculum being used, and staff development planned to meet those goals
- Data regarding number of staff members and any new positions added for the new academic year

ELEMENT 10: SUSPENSION & EXPULSION POLICY & 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 is consistent with all of the following:

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

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

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

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

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

Integrity Charter School will use the Restorative Practices Approach when handling challenging behaviors and situations. The Restorative Practices Approach:

- Is a social-science approach that involves reflective communication methods to transform student behaviors, address misconduct, and build healthy school communities. Focused on student-centered engagement strategies.

- Takes advantage of teachable moments to teach responsibility, build social-emotional skills, coach problem-solving strategies and learn life lessons.
- Does not remove all consequences and will have accountability for one's actions.
- Creates a school culture of community, focused on the well-being of all.

If need be, Integrity Charter School will move to the suspension/expulsion policy/procedures.

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at Integrity Charter School. In creating this policy, Integrity Charter School has reviewed Education Code Section 48900 et seq. which describes the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. Integrity 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 or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as Integrity 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 Parent/Student Handbook, as well as posted on the Integrity Charter School website, which will clearly describe discipline expectations; the Policy shall be reviewed by parents/guardians and students and will be signed and kept record of. This record will be kept in the office and is available upon request.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, support or detention during and after school hours, use of alternative educational environments, suspension and expulsion.

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

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.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom 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/guardian of the student has been provided written notice of intent to remove the student no less than five (5) 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 or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The underlying purpose of the suspension and expulsion procedure will be to ensure a safe and effective learning environment. Successful procedures will provide for due process, be specific and concrete, and be supported by the school community.

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, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- 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 8, 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 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of 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.

u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student

who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- 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 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 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 or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- 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 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or

hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.

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

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

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of 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.

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

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

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the 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 or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a 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 blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a 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 Executive Director or 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 Executive Director or designee.

The conference may be omitted if the 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 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 student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

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

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 Executive Director or designee, the student and the student's parent/guardian or

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

This determination will be made by the 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 neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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 Executive Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("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 (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
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 the complaining witness 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 courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the 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 Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have 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 Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the

expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

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

J. Written Notice to Expel

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

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

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 Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of students 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 Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to 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 Board of Directors following a meeting with the Executive Director or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting 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 Code 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 the District

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/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 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: EMPLOYEE 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. – California Education Code Section 47605(c)(5)(K)

All eligible certificated staff members participate in the State Teachers' Retirement System ("STRS") to the extent allowed by law.

Certificated, classified, and other staff members of Integrity Charter School shall retain all previous vested rights in their respective retirement systems, including, but not limited to, STRS, PERS, and the Social Security System.

Classified staff will participate in the Federal Social Security system and all staff will have access to other retirement plans set up by an independent or government agency, such as a 403(b) or any school-sponsored retirement plans according to the policies established by the school's Governing Board.

The school's Financial Officer is responsible for ensuring that appropriate arrangements are made for employee coverage.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

Integrity Charter School is a school of choice. No student may be required to attend Integrity Charter School. Students who reside within the District who choose not to attend Integrity 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 policies.

Parents and guardians of each student enrolled in Integrity Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Integrity Charter School, except to the extent that such a right is extended by the local education 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. – California Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at Integrity Charter School.

Rights of District and Charter School Employees

Employees of the District who choose to leave the employment of the District to work at Integrity Charter School will have no automatic rights of return to the District after employment by Integrity Charter School unless specifically granted by the District through a leave of absence or other agreement.

Sick or vacation leave at the District or any other school district will not be transferred to Integrity Charter School.

Employment by Integrity Charter School provides no rights of employment at any other entity, including any rights in the case of closure of Integrity Charter School. Other conditions of employment, including wages and benefits, will be as specified in the employment contract with the employee.

ELEMENT 14: DISPUTE RESOLUTION PROCEDURES

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

In the event of a dispute between Integrity Charter School and the District, Charter School staff, employees and Board members of Integrity Charter School and District representatives agree to first frame the issue in written format (“dispute statement”) and refer the issue to the Superintendent and Integrity Charter School’s Executive Director, or their respective designees. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this shall be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or as a prerequisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

Procedures for Process of resolving issues are outlined below and, are not limited to:

- Both parties agree to apprise the other in writing, of the specific disputed issue(s).
- Within 30 days of sending written correspondence or longer if both parties agree, a charter school representative, a district representative, or their designees, shall meet and confer in an attempt to resolve the dispute.
- If this joint meeting fails to resolve the dispute, the charter representative and the district representative shall meet again within 15 days, or longer if both parties agree, to identify a neutral, third party mediator to assist in dispute resolution.
- The format of the third-party mediation process shall be developed jointly by the representatives and shall incorporate informal rules of evidence and procedures unless both parties agree otherwise.
- The finding or recommendation of any mediator shall be non-binding, unless the governing authorities of the school and district jointly agree to bind themselves.
- Unless jointly agreed, the process involving the assistance of a third-party mediator shall conclude within 45 days.
- All mediation and/or arbitration costs and all other costs associated with dispute resolution shall be shared equally by the charter school and the district.

In the event the third-party mediation process does not result in resolution of the dispute, both parties agree to continue good faith negotiations. If the matter cannot be mutually resolved, the charter school shall be given a reasonable period of time to correct the violation, unless the district indicated in writing the violation constitutes a severe and imminent threat to the health and safety of the school’s pupils.

The National School District shall reserve the right to take any action it deems appropriate and the school reserves the right to seek legal redress for any such actions under the law. In

addition, the dispute is not required to be referred to mediation in those cases where the district determines the violation constitutes a severe and imminent threat to the health and safety of the school's pupils.

All resolution procedures shall not interfere with District operational duties.

Dispute Resolution Procedure within the School

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 as required by law. A copy of these procedures and internal dispute resolution processes are provided to the District and distributed to parents yearly in the Parent Handbook, attached in appendix 10. This procedure will be made available to staff in the Employee Handbook and to the public on the website.

The District shall refer any complaints or reports regarding charter school internal matters to the charter school for resolution before acting upon any such complaints.

ELEMENT 15: CLOSURE PROTOCOL

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. – California Education Code Section 47605(c)(5)(O)

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

The Board of Directors will promptly notify parents and students of the Charter School, the District, the 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 Board 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 Board's decision to close the Charter School.

The Board 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 they 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 Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. 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 practicable, 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 Charter School and, upon the dissolution of the non-profit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. 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 as a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board 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.

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

ADDITIONAL CHARTER PROVISIONS

Impact on District and Liabilities, Budget and Financial Projections

“The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be utilized by the charter school, the manner in which administrative services of the charter school are to be provided and the potential civil liability effects, if any, upon the charter school and upon the school district. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.” Ed. Code § 47605(h)

Intent

This statement is intended to fulfill the terms of Education Code 47605 (h) and provides information regarding the proposed operation and potential effects of Integrity Charter School on the District.

Potential Civil Liability Effects

Education Code Section 47604(d) provides that "a chartering authority that grants a charter to a charter school to be operated as or by a nonprofit public benefit corporation is 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 chartering authority has complied with all oversight responsibilities required by law, including but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605."

Integrity Charter School is operated as a California nonprofit public benefit corporation. As such, the District shall not be liable for the debts or obligations of the School if the District has complied with all oversight responsibilities required by law.

The corporate bylaws of Integrity Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance.

The School will purchase General Liability, Auto Liability, Property, Sexual Misconduct, and Workers Compensation insurance in amounts that are compliant with District requirements as stated in the annual Operations Agreement, or MOU.

Administrative Services

Integrity Charter School and the District will negotiate in good faith to develop a Memorandum of Understanding ("MOU") separate from this charter. The MOU will establish more specifically the financial and service relationship between the School and the District. The School's purchase of goods and services from the District shall not negate the operational independence of the School from the District. Breach of the MOU shall not necessarily constitute breach of this charter.

Integrity Charter School operates efficiently as a nonprofit entity. The Charter School provides or procures most of its own administrative (or "back office") services including, but not limited to: janitorial service, and fiscal and attendance accounting services either through its own staff or through an appropriately qualified third-party contractor.

Integrity Charter School follows all applicable Conflict of Interest laws and has developed internal control policies.

Funding

Integrity Charter School elects to receive funding directly from the State of California through the County Treasurer and the County Office of Education in accordance with Education Code Section 47651(a)(1).

The District agrees to forward the School's full share of local aid to the School's account at the County Treasurer each month when due and to send separate notice to the School of each deposit without delay.

The District shall charge for the cost of supervisory oversight in conformity with Education Code section 47613.

The School through the corporation acts as its own fiscal agent. The District agrees it will not transfer funds from the School's Treasury Account to the District Treasury Account without advanced written permission from the Charter School.

Integrity Charter School is responsible for recovering from the state all eligible mandated costs applicable to the school. Supplemental and Concentration grant funds received under Local Control Fund Formula must be spent in accordance with regulations adopted by the State Board of Education.

Budget and Financial Projections

Attached, as Appendix 4, please find the following documents:

- 5-year Budget
- 5-year Cash Flow

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 (LCAP) and an annual update to the local control and account
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, CDE, Controller, and County Superintendent of Schools pursuant to Ed Code 47605 (m).
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 projected budget, including cash-flow projections, and financial projections for the next five years of operation for Integrity Charter School, can be found in Appendix 4.

Access to Records and Visits

The Charter School shall permit the District to inspect and receive copies of all records relating to the operation of the charter school, including financial, personnel and pupil records, unless the law prohibits disclosure to the District of any such records. The Charter School shall promptly comply with all such reasonable written inquiries including, but not limited to, inquiries regarding its financial records from the District pursuant to Education Code Section 47604.3. Records of the charter school shall be considered public records under the Public Records Act (Government Code Section 6520 et seq.). The District may inspect or observe any part of Integrity Charter School at any time. The District agrees it will not do so unreasonably.

Facilities

Integrity Charter School is currently located at two sites:

1. 701 National City Blvd. National City, CA 91950
2. 1430 D Ave. National City, CA 91950

Charter Term

Upon approval of this renewal petition by the District, the term of this charter shall be for a five year period, beginning on July 1, 2021 and ending on June 30, 2026.

Community Impact

Integrity Charter School endeavors to provide youth and their families in National City and its surrounding areas with an additional choice in public education. Integrity Charter School is designed to offer a diverse group of students an education that will empower them to be responsible, respectful, caring, courteous, and civic-minded adults. Integrity Charter School is proud to offer an educational program that will enable students to be successful leaders of their family, school, and community. We look forward to continuing to work in collaboration with NSD to maximize our efforts and positively impact more National City youth.

Appendix 1:

2019-2020 Local Control and Accountability Plan

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Integrity Charter School

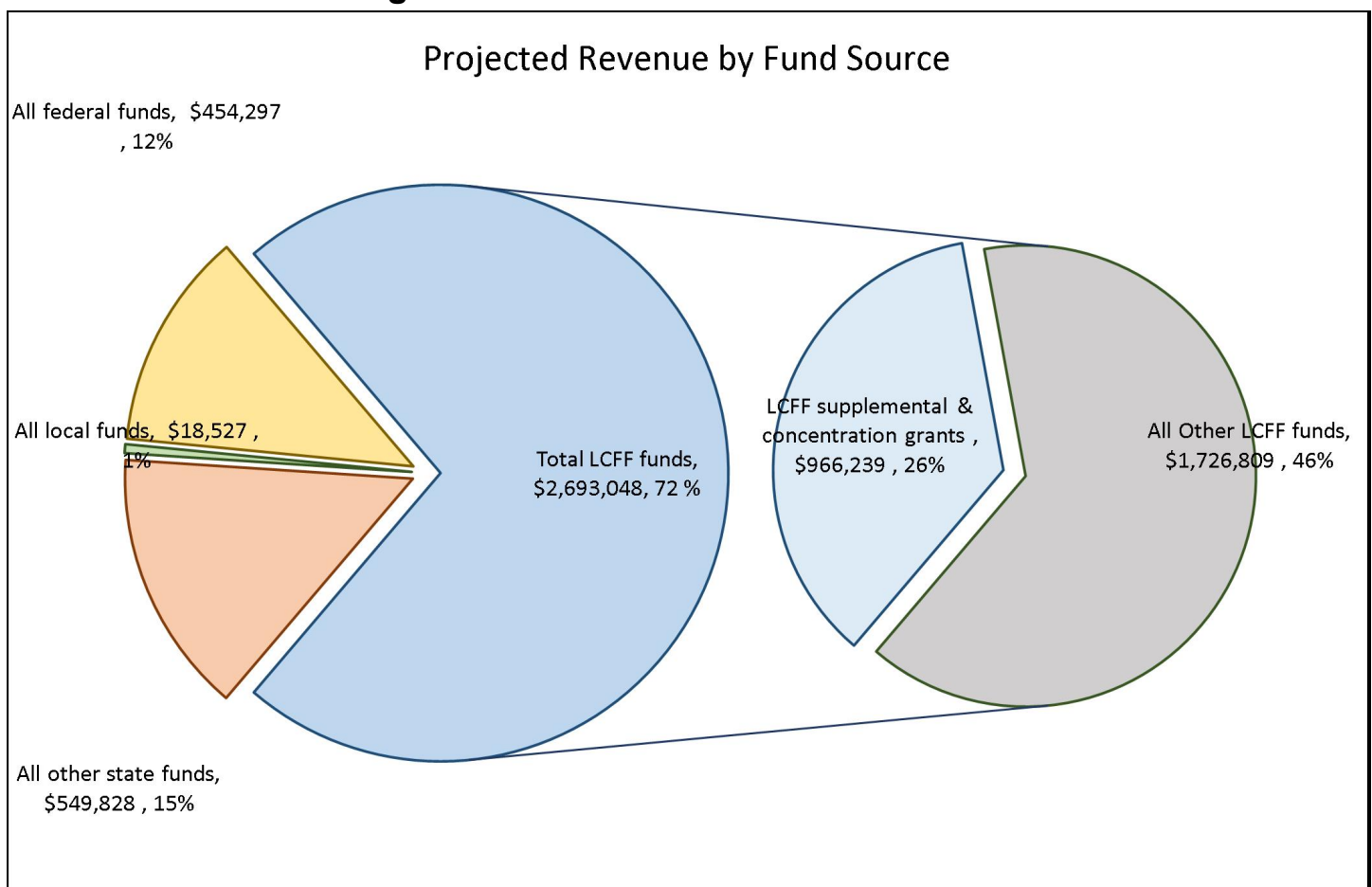
CDS Code: 37-68221-0101360

Local Control and Accountability Plan (LCAP) Year: 2019-20

LEA contact information: Dr. Susie Fahey, Executive Director

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 2019-20 LCAP Year

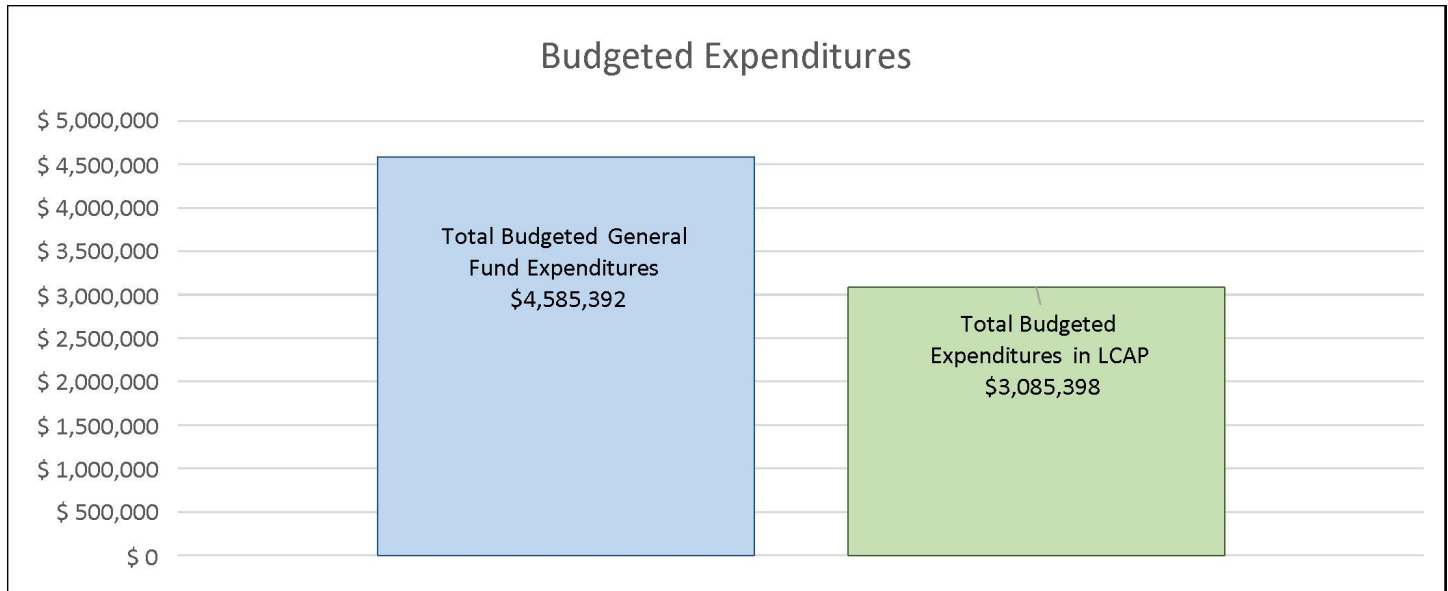


This chart shows the total general purpose revenue Integrity Charter School expects to receive in the coming year from all sources.

The total revenue projected for Integrity Charter School is \$4,681,938.33, of which \$2,693,048.00 is Local Control Funding Formula (LCFF), \$549,828.00 is other state funds, \$18,526.50 is local funds, and \$454,296.83 is federal funds. Of the \$2,693,048.00 in LCFF Funds, \$966,239.00 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 Integrity Charter School plans to spend for 2019-20. It shows how much of the total is tied to planned actions and services in the LCAP.

Integrity Charter School plans to spend \$4,585,391.71 for the 2019-20 school year. Of that amount, \$3,085,398.00 is tied to actions/services in the LCAP and \$1,499,993.71 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Expenditures not included in the LCAP include: Facility Lease, School relocation fees, Materials and supplies for Office and Custodial needs. Dues and Memberships, Property & Liability Insurance, Operations and Housekeeping, Utilities, Copier maintenance, Equipment Rentals, County Dept of Ed. Services, Attorney Fees, Audit Expenses, Advertising, District Admin. Charges, NSD District Buy Back Service, Synergy SIS, Stamps/Postage, Classified Personnel Salaries, Employee Benefits and Supervision Salaries.

Increased or Improved Services for High Needs Students in 2019-20

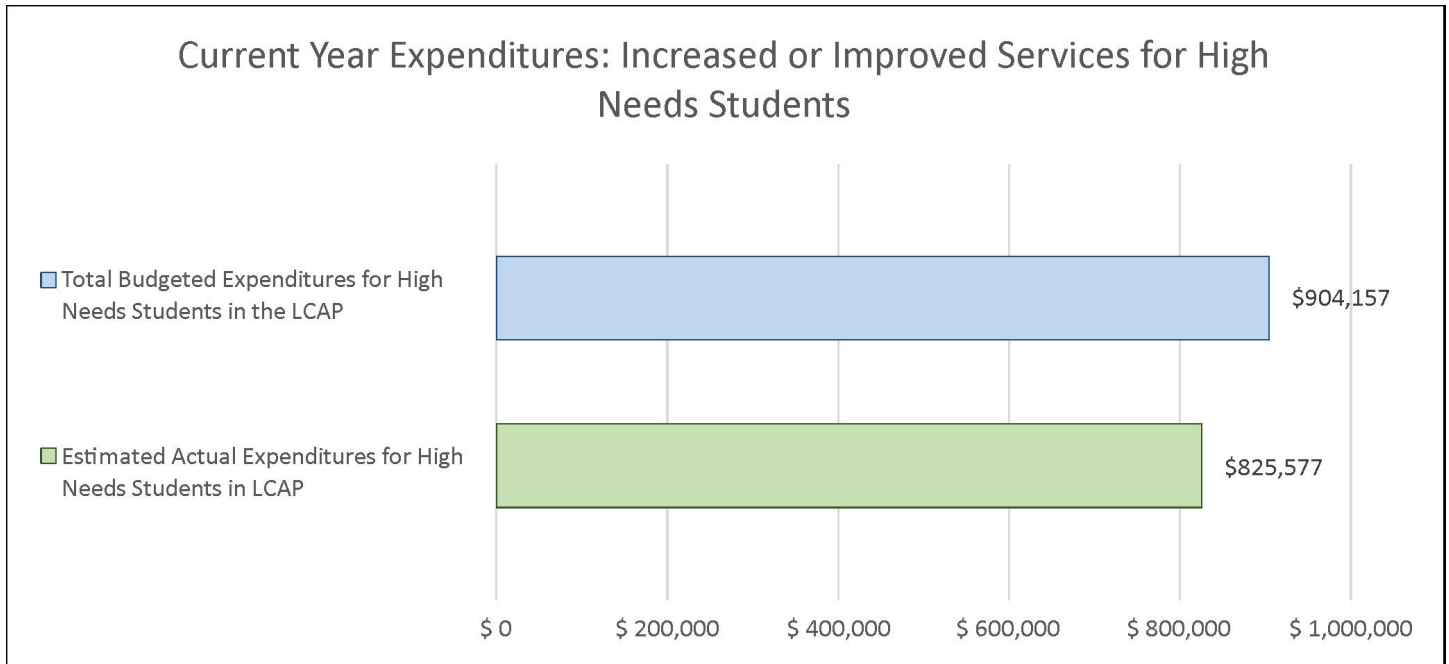
In 2019-20, Integrity Charter School is projecting it will receive \$966,239.00 based on the enrollment of foster youth, English learner, and low-income students. Integrity Charter School must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Integrity Charter School plans to spend \$966,239.00 on actions to meet this requirement.

The additional improved services described in the LCAP include the following:

During the 2019-2020 school year, Schoolwide Supplemental and Concentration funds will support High School, College and Career Readiness; Student Achievement in Mathematics and English Language Arts; Daily Lessons that develop good Character; Safe and secure environment; Parent and Community Engagement and additional supporting services.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what Integrity 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 Integrity 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.

In 2018-19, Integrity Charter School's LCAP budgeted \$904,157.00 for planned actions to increase or improve services for high needs students. Integrity Charter School estimates that it will actually spend \$825,577.00 for actions to increase or improve services for high needs students in 2018-19.

The difference between the budgeted and actual expenditures of \$-78580 had the following impact on Integrity Charter School's ability to increase or improve services for high needs students:
In 2018-2019 we improved services for high needs students by providing supports for our unduplicated population. We monitored student progress quarterly and made sure all supports were geared to the designated population.
Without these supports that were funded to increase and improve services our unduplicated student population would not have attained the academic gains that have been shown on the Dashboard.

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[California School Dashboard](#): Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Integrity Charter School	Dr. Susie Fahey Executive Director	sfahey@integritycharterschool.net 619.336.0808

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Integrity Charter School (ICS) is located in National City, California and offers a site-based education program for students in Kindergarten to Eighth grade in the National School District and surrounding areas. ICS is a direct-funded charter school established in 2003 that fosters a small learning community to prepare students as 21st century learners. Our school is located in the heart of downtown National City. Our students have access to the public library, public transportation and public parks. We are an integral part of the downtown area and forming partnerships with nearby businesses and neighbors.

The school district is in the Southern part of San Diego County containing the largest percentage of Hispanic students, with some African American, Asian, and a minority of Caucasian students. The National School District is primarily composed of middle and lower socioeconomic minority students. According to the 2010 US Census Report, 63% percent of the population is Hispanic, 6% African American, 18% Asian, 42% White, and 2% are from two or more ethnic backgrounds. Family households comprise 90% of the population and 48% of households have children under the age of 18. Less than thirty-five percent of housing is owner occupied. Average income is \$39,158 and median income is \$26,945. Our student population consists of 85% whose first language is other than English and 97% of our students qualify for free or reduced lunch.

As we look to the future of our students here at ICS, we recognize that many obstacles are currently standing in the way of academic success. Test scores are low overall. Each academic area is being examined and plans made for how to better serve our students needs and provide them the very best educational opportunity. Integrity Charter School has collected data on student performance regarding their mastering of State content standards. This data included California Assessment of Student Performance and Progress (CAASPP), English Language Proficiency Assessments from California (ELPAC), student attendance, and student grades. In all areas, the data shows that

students perform academically below grade level but over the past 3 years progress can be noted. Student academic achievement and social/emotional success will be a priority for all personnel, and will create a cohesive focus for the base program for students. This includes high quality teachers and leaders, safe and clean facilities, standards based instructional materials, instructional support, operational and human resources.

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

LCAP HIGHLIGHTS

Integrity Charter School opened with the mission to provide a high standard of education to students through comprehensive curriculum supported by energetic, dynamic, and caring teachers; and to develop responsible, respectful, caring, courteous and civic minded citizens. Integrity Charter School is committed to developing the individual gifts of students in partnership with parents/guardians to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real life success in the 21st Century. With the release of the LCFF Evaluation Rubrics/California Dashboard, the LCAP Goals, actions and services were revised to better address the needs of our students and address State and Local indicators. The LCAP will support students to meet or exceed standards in mathematics and English language arts as demonstrated by CAASPP by providing the following actions which will increase the amount of services for our unduplicated pupils, specifically English learners, Students with Disabilities and Foster Youth.

- Professional Learning: Professional learning for teachers and staff, coaching, knowledge of standards, differentiation strategies, language development and progress monitoring.

Use of Data: Use Multiple forms of student/school wide data including assessments to inform instructional decisions.

- Develop Student English Language: Students will develop their English language by participating in activities that allow students to express and explain themselves and field trips to gain background

knowledge.

- Technology: Increase technology usage.
- Intervention: Research- based Intervention practices for developing students basic academic skills
- Communication: Increased communication with and training for parents.
- Readiness: High School, College and career readiness for all students

Our baseline data is taken from the CAASPP administered in 2015.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

ICS has made significant improvements in our student's development of the English Language. We received a Green status for English Learners (EL) Progress on the California Dashboard 2017-2018 with an increase of 6.6% of our English Learners gaining proficiency. With a total of 64% of our students being identified as EL's we are proud of this accomplishment. The increase in services provided through teacher training on instructional strategies that support English Language development, daily English language instruction in each classroom and after school tutoring for students have led to improved student performances in this area.

Our teachers participate in ongoing differentiated professional development with Professional Learning Communities that supports "Collective Teacher Efficacy" for student achievement.(Hattie, 2015) that focused on student achievement, leadership development and self awareness. Teachers received additional training in targeted support in English Language Arts and Mathematics that provided additional supports to improve services for low-income, English learners, students with disabilities and foster/homeless youth. This years 2017-2018 CAASPP results showed an increase across grade levels in English Language Arts and mathematic scores. Our English Language Arts scores increased by 5.1 points. Our Mathematics scores increased by 9.2 points.

Our school implemented targeted intervention with a Academic Coach (Grades 6-8), Support Teacher(Grade 6-8), classroom teachers (Grades K-8) and a small group math Tutor (Grades 3-5) to increase and improve services for our unduplicated pupils. The students who received these services showed academic gains within the progress monitoring periods and in classroom assignments. We are extending those services for the 2019-2020 school year to include Support Teacher in Grades K-8 , for all classrooms. We will also have In School Tutoring and After school Tutoring for students.

ICS increased technology programs and equipment (computers) for a blended approach to learning. This allows for effective practices in meeting the needs for our unduplicated pupils. Small group instruction across grade levels was implemented with fidelity.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

While ICS did not receive a "Red" or "Orange" in any of the performance categories, ICS did receive a "Yellow" indicator in the Chronic Absenteeism and in English Language Arts for "overall" performance. We know as a result of being a small school/LEA, any slight changes and/or fluctuations with this indicator on the dashboard will result in an "orange". ICS continues to focus on providing students with a support system that includes counseling services, staff and administrative team that focuses on positive behavior and proactive and preventive interventions. Caring School Community practices are still needed. Teachers need a clear definition and implementation strategies for restorative practices. We need to get to the root of the problem for the students with chronic absenteeism and intervene with supports for these students.

ICS earned a "Yellow" on English Language Arts Indicator. During the 2017-2018 school year, as we looked at data that was generated by collecting student work, ICS realized the need to address the Math and English Language Arts programs that are being used in the classroom. As a result our school will focus on implementation of our programs with a balanced approach to teaching these subject areas, using a small group guided instruction approach. During the 2017-2018 school year ICS teachers became familiar with the new Math curriculum and new English language arts curriculum. They received some staff development to help them understand the complexity of each program. We also provided for our students: After School tutoring, led by credentialed teachers, After School homework support as part of the school's after school program and Classroom teachers provided 30 minute small group instruction twice a week during the school day for students who needed the additional supports. The additional supports were provided especially for our low-income students, English learners, and foster youth. We found that our current academic programs continue to be inconsistent in quality and delivery and continues to provide a gap for our students and will continue to provide professional development for our teachers as they improve teacher efficacy in their pedagogy. Student interventions will be implemented with close progress monitoring for immediate data driven decision making in the classrooms. For the 2019-2020 school year we have purchased a reading program to develop strong units of study and enhance the English Language Arts.

We provided professional development in the area of language acquisition for all staff at the beginning and throughout the 2018-2019 school year. Teachers implemented some of the strategies, but were inconsistent in implementation. We will continue to develop English language as our English Learners are in the yellow and approaching standards.

Our "Students with Disabilities" achievement levels "declined significantly" in English Language Arts and Mathematics in 2016-2017 and proficiency levels did not change very much for the 2017-2018 CAASPP assessment, and we did not receive a dashboard rating due to the number of students tested. As a result, ICS implemented a "Push-In" Service model for the 2018-2019 school year. The Special Education teacher works in a small group setting in the classroom daily. Teachers and Special Education staff collaborate once every two weeks to review progress and establish next steps.

Teacher retention is needed. We had 3 teachers leave our school for a higher paying position at a District school in 2016-2017 school year. During the 2017-2018 school year we had 1 teacher leave for a higher paying position.. We improved our salary schedule for the 2018-2019 school year to be equal to the neighboring School Districts, for 2019-2020 we are matching the 2% increase that the District schools received in order to stay competitive in the area.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

Integrity Charter School did not have any student groups in the 2+ performance levels below "all student" performance.

The English Learner (EL) subgroup will require additional supports and interventions. EL's are making progress on the CAASPP but not at the rate of all students. Staff will continue to be trained on strategies that support ELs. Additional software will be purchased to provide practices and scaffolding supports. Students who need additional support, will attend enrichment after school classes to build on their English language.

Despite our mathematics focus this year with 2nd year implementation of new curriculum our assessment scores showed a little progress. We will continue to look at our practices and refine them as well as looking at the program to ensure we are supplementing for our students if the curriculum is not providing the support for the essential Standards.

Our Pupils with disabilities require additional supports and interventions. Data on students with disabilities shows no growth or a decline in growth throughout the year. Staff will be trained on strategies to support students with disabilities. Additional software will be purchased to provide practices and scaffolding supports and continue with a "Push--In" Support model.

In English Language Arts our students overall scored 17.3 points below standard. We had an increase of 5.1 points with all subgroups falling in the yellow. Our English Learners were 21.6 points below the standard. Hispanic Students scored 18.4 points below the standard and Socioeconomically Disadvantaged students fell 16.1 points below the standard. In each of these subgroups we did see an increase of points overall. We did not have any students in the Green or Blue in any subgroup. We need to look at the high performing students in our classrooms and ensure they are being challenged to the highest degree. Software programs to support a Blended classrooms will be purchased and used in the classrooms to give these opportunities.

In Mathematics our students overall scored 21.6 points below standard. We had an increase of 9.2 points overall. English Learners fall in the "Yellow" band with an increase of 12.4 points, but fall 25.6 points below the standard. The Hispanic Socioeconomically Disadvantaged students in the "Green". Even though we are at green, we know that the 7th and 8th grade students carried the performance level and that all grade levels should attain the same level of proficiency. We will continue working on instruction and observe the 7th/8th grade teacher instructional strategies so that they may be replicated.

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

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

Support for Identified Schools

Describe how the LEA supported 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

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

Annual Update

LCAP Year Reviewed: **2018-19**

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

Increase high school graduation rate for all students by giving our students the knowledge of A-G coursework and college requirements.

State and/or Local Priorities addressed by this goal:

State Priorities: 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)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator

All students will have a career goal for future employment and will be able to state that goal. (Purpose)

Metric: Student survey/lesson plans

18-19

90% of all students to have established career goals for future employment and will be able to state it by September.

Baseline

2015-2016 school year 30% of or students established career goals.

Metric/Indicator

All 8th Grade Students will have an Individual Graduation Plan for attaining their educational goals.

Metric: Upper Grade Support Teacher Check list

Actual

All classroom teachers implemented a beginning of the year unit focusing on student career goals. 100% of students participated in creating a classroom display showcasing what they learned about their career interests. Some examples include: researching and creating student books about their future career, taking a career interest survey and researching salary and education required to attain their future career, and creating flip books and illustrations that depicted students in their ideal career.

100% of students established career goals for future employment and were able to state it by September.

All 8th grade students created an individual graduation plan for attaining their educational goals. The plan included A-G coursework required for entrance into a higher level institution, a mock schedule based on their high school placement and electives based on individual interests.

Expected

Actual

18-19
100% of 8th Grade students will leave Integrity Charter School with an Individual Graduation Plan.

Baseline
2015-2016 school year 0% of 8th Grade students had an Individual Graduation Plan

Metric/Indicator
All students will have studied and visited a College campus.
Metric: College Trip log

18-19
100% of all classrooms will visit and study a new college campus.

Baseline
2014-2015 school year all students visited their first college campus.
Students did not learn very much about requirements or history of school.

All students K-8 have studied and visited a higher level institution and learned about requirements for admissions, campus history, concentrations or degrees, and campus life.

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned
Actions/Services

Provide 7th Grade and 8th Grade students and parents with A-G requirements for high school.

Actual
Actions/Services

A Parent meeting was held to inform them about A-G requirements for high school. They also received information about the individual graduation plan that each 8th grader would create during their final unit of study.

Budgeted
Expenditures

0000: Unrestricted Title I \$150.00

Estimated Actual
Expenditures

Parent meeting refreshments
0000: Unrestricted Title I \$52.47

Action 2

Planned
Actions/Services

Actual
Actions/Services

Budgeted
Expenditures

Estimated Actual
Expenditures

Provide Upper Grade Academic Support Teacher to assist upper grade teachers in implementing high-quality curriculum, instruction in career goal setting, and support Students to help ensure that they have skills and information that they need to prepare them for High School.

This year, the Instructional Lead Teacher supported in the creation and implementation of units of study for eighth grade, focused on ensuring high-quality curriculum and instruction to support career goal setting. 8th Grade students took a career and strengths based assessment (Thrively) and utilized individualized pathways to support their career interests and strengths. Students applied their knowledge of A-G requirements to create a mock schedule of classes based on their high school schedule of classes.

1100 Salary and 3111 Benefits 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$30,615

Upper Grade Academic Support Teacher 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$30,615

Action 3

Planned
Actions/Services

7th and 8th Grade Students participation in the after-school program diplomas 2 DEGREES an introduction to academic goal setting.

Actual
Actions/Services

All students enrolled in ASES after school program participated in the Diplomas 2 Degrees program.

Budgeted
Expenditures

8590 After School Education and Safety (ASES) \$150,000

Estimated Actual
Expenditures

After School diplomas 2 degress/ASES 5000-5999: Services And Other Operating Expenditures After School Education and Safety (ASES) \$163,800

Action 4

Planned
Actions/Services

Students and their families in all grade levels will visit a College or University Campus and learn about its requirements for admissions and history.

Actual
Actions/Services

All students in grades K-8 visited a higher level institution to learn about requirements for admissions and history, concentrations or degrees, and campus life.

Budgeted
Expenditures

Field trips 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration \$6,400

Estimated Actual
Expenditures

Field Trips 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$5,200

Curriculum materials for College - \$200 per classroom 4000-4999: Books And Supplies Supplemental and Concentration \$3,200

College materials and supplies 4000-4999: Books And Supplies LCFF Supplemental and Concentration \$3,200

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Overall students received information about colleges in the area and about career goal setting. All 8th Grade students completed the Individual High School Plan. All students attended a college campus.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

In looking at the actions we felt we had completed the work that was assigned. We still need to improve the career goals that students set for themselves and for students to learn more about the colleges that they visit. Students have a surface level understanding of the what careers could be and what college life is like.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

N/A

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

We revised Goal 1 to read "Increase students knowledge of A-G coursework, high school graduation requirements, career options and exposure to a variety higher level institutions," because it more accurately reflects the knowledge and information that we expect our 8th graders to leave with, prior to entering high school so that they can be on the right track to attaining their career goal. The initial goal stated we would "increase high school graduation rates for all students" and we felt high school graduation rates were not something we are currently measuring. Change was made in the wording for Goal 1.

Annual Update

LCAP Year Reviewed: **2018-19**

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

Increase proficiency for all students in English Language Arts and Mathematics.

State and/or Local Priorities addressed by this goal:

State Priorities: 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)

Local Priorities: Integrity Charter School will provide a small school environment.

Annual Measurable Outcomes

Expected

Metric/Indicator

Support Teachers in instructional framework implementation via coaching and meaningful feedback, resulting in improved classroom teaching with 95% of teachers meeting school's expectation for performance.

Metrics: Teacher evaluation rubric.

18-19

95%

Baseline

85%

Actual

95% of our teachers received coaching from our Instructional lead teacher. 100% of our teachers received support for the instructional framework from the Instructional Lead teacher. All teachers received regular feedback on instruction.

Expected

Metric/Indicator
Increase by 10% of students and significant student subgroups in meeting standards based on K-2 Literacy and Mathematics.

Metrics: Benchmark assessment, Running Records

18-19
80%

Baseline
60%

Metric/Indicator
Increase percentage of students and all significant subgroups in grades 3-8 who scored Proficient or above on the Smarter Balanced English Language Arts Test (SBAC).

Metrics: 5% annual growth from SY 2017-2018.

18-19

All students—53%
Hispanic
English Learners
Special education
Socioeconomically Disadvantaged

Baseline

All students - 32%
Baseline 2014-2015
Hispanic or Latino
English Learners
Special Education
Socioeconomically Disadvantaged

Metric/Indicator
Increase percentage of students and all significant subgroups in grades 3-8 who scored Proficient or above on the Smarter Balanced Mathematics Test (SBAC).

Actual

According to benchmark data 75% of the students achieved grade level standards in the K-2 Literacy and Mathematics.

CAASPP scores for 2018-2019 have not been released as of yet.

CAASPP test result data have not been released.

Expected

Metrics: 5% annual growth from SY 2017-2018.

18-19

- All students—33%
- Hispanic
- English Learners
- Special education
- Socioeconomically Disadvantaged

Baseline

- All students—19%
- Baseline 2014-2015
- Hispanic
- English Learners
- Special education
- Socioeconomically Disadvantaged

Actual

Metric/Indicator

All students in grades K-8 grade will take Mathematics and English Language Arts Benchmark assessments.

Metrics: Quarterly benchmark assessments, 10% annual growth from beginning of the year data.

18-19

- All students
- Baseline - beginning of school data
- Hispanic
- English Learners
- Special education
- Socioeconomically Disadvantaged

Baseline

- All students
- Baseline beginning of school data
- Hispanic

100 % of all students participated in benchmark assessments. The assessments were given quarterly and were used to inform instruction. Bench mark assessment thus far May, 2019 show at least a 10% annual growth between the two quarters of assessment.

Expected	Actual
English Learners Special education Socioeconomically Disadvantaged	
Metric/Indicator English Learners will make progress in learning English. Metric: ELPAC Score 18-19 BASELINE - ELPAC Baseline 59% of our students are making progress in learning English.	This year is our Baseline year and ELPAC results have not been released for 2018-2019

Actions / Services
 Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Maintain small Class Size in K-3 (21-1), 4th 8th Grade (27-1) Adding an additional 6th Grade Class 364 students 1 lower grade teacher (Grade 3) / 1 upper grade teacher (6th)	Small class size across grade levels were maintained Additional 6th Grade classroom was added. 349 students for 2018-2019.	3000-3999: Benefits - Small Class Size (2 teachers) 1000-1999: Certificated Personnel Salaries Base \$144,916 3000 - 3999: Benefits Classroom Teachers 1000-1999: Certificated Personnel Salaries Base \$1,244,298 Base – Furniture (\$2,000) Books/Curriculum (\$3,000) 4000-4999: Books And Supplies Base \$5,000	Additional Teachers 1000-1999: Certificated Personnel Salaries LCFF Base \$144,916 All additional teachers 1000-1999: Certificated Personnel Salaries LCFF Base \$1,244,298 Books/Curriculum/Furniture 4000-4999: Books And Supplies LCFF Base \$3,500

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Strategic Professional Development to staff and administrators regarding: implementing instructional framework and CCSS with quality, lesson study utilizing adopted curriculum and supplemental materials, utilizing educational technology and instructional strategies to support English learners, students with special needs and at-risk students. Utilize consultants as needed to support Professional development.</p>	<p>Strategic Professional Development was provided for all staff. Teachers worked on planning units of instruction that integrated writing and reading. Lesson study became unit planning as the focus shifted due to classroom needs with curriculum.</p> <p>GLAD extensive training was given to all teachers to better support English Learners.</p> <p>Consultants were used to support professional development.</p> <p>Administrators received support from NCUST to improve student achievement.</p>	<p>Professional Development 5000-5999: Services And Other Operating Expenditures Title II \$16,000</p> <p>3000 - 3999: Benefits Instruction & Curriculum Director 1000-1999: Certificated Personnel Salaries Title I \$40,000</p> <p>3000 - 3999: Benefits Instructional Lead 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$85,000</p>	<p>Professional Development 5000-5999: Services And Other Operating Expenditures Title II \$16,000</p> <p>Instruction and Curriculum Director 1000-1999: Certificated Personnel Salaries Title I \$40,000</p> <p>Instructional Lead Teacher 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$85,000</p>
<p>Administrators receives support from consultants for executive coaching & professional development to improve student achievement.</p>	<p>Administrators received support from NCUST to improve student achievement.</p> <p>Special Education training was not made available. Teachers did not attend any specific training in this area.</p>	<p>Professional Development 5000-5999: Services And Other Operating Expenditures Title III \$8,000</p> <p>NCUST & other 5800: Professional/Consulting Services And Operating Expenditures Supplemental and Concentration \$30,000</p>	<p>Professional Development 5000-5999: Services And Other Operating Expenditures Title III \$8,000</p> <p>NCUST - Administrative Supports 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration \$30,000</p>
		<p>1000-1999: Certificated Salaries Training for Special Education Needs 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration \$4,200</p> <p>3000-3999: Benefits Assistant Director 1000-1999: Certificated Personnel Salaries Base \$91,130</p>	<p>Training for Special Education 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 0</p> <p>Assistant Director 1000-1999: Certificated Personnel Salaries LCFF Base \$91,130</p>

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Formative and summative assessments play an integral role in supporting student achievement to ensure students are college and career ready. Collection of data from formative and summative assessment drive teacher instruction and feedback to students regarding their progress and achievement grade level content standards, common core anchor standards, and 21st thinking skills. Types of Assessment include:</p> <ul style="list-style-type: none"> • State Interim Assessments • Trimester Benchmark Assessments • STAR assessments through Renaissance Learning for 3- 8 • Data monitoring system with individual and pre-created reports and assessments aligned to the Common Core State Standards in ELA and Mathematics to drive teacher instruction (ex. STAR, Synergy) <p>*Running Records</p> <ul style="list-style-type: none"> • Director will meet quarterly with each teacher to examine benchmark assessments results, grades and 	<p>Teachers used formative and summative decisions to inform their instruction. They used all of the assessments that are listed at different times of the year.</p> <p>Director, Assistant Director, and Instructional Lead teacher met with teachers regularly to discuss progress and how they were monitoring progress based on the assessments given.</p>	<p>Lesson Study - Substitute 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$9,000</p> <p>Renaissance Learning, 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration \$14,000</p> <p>Data Gathering and Calibration - Extra time for teachers 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$2,000</p>	<p>Unit Study - Substitutes 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$9,000</p> <p>Renaissance Learning 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$7,500</p> <p>Data Gathering and Calibration - Extra time for teachers 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration 0</p>

Quarterly exams for Academic progress

Action 4

Planned
Actions/Services

Increase educational technology use for teachers and students

Actual
Actions/Services

Integrity increased the technology for student use. New chrome books were purchased to have 1-1 devices in each classroom grades 3-8. Computer cart with computers for K-2 as well as 5 chromebooks in each classroom. Charging stations were also purchased

Budgeted
Expenditures

Computers for K-2 4000-4999: Books And Supplies Supplemental and Concentration \$30,000

Estimated Actual
Expenditures

Computers for k-2 6000-6999: Capital Outlay LCFF Supplemental and Concentration \$30,000

Computers for 8th Grade and Teachers 4000-4999: Books And Supplies Supplemental and Concentration \$50,000

Computers for 8th Grade and teachers 6000-6999: Capital Outlay LCFF Supplemental and Concentration \$50,000

Immigrant 4000-4999: Books And Supplies Title III \$185

Immigrant 4000-4999: Books And Supplies Title III \$185

Infrastructure at K-2 site 5000-5999: Services And Other Operating Expenditures LCFF \$15,000

Infrastructure at K-2 site 5000-5999: Services And Other Operating Expenditures LCFF Base 0

Software: RAZ Kids, AZ learning, Brain Pop, Zingy Learning 4000-4999: Books And Supplies Title I \$12,000

Software 5000-5999: Services And Other Operating Expenditures Title I \$12,000

Action 5

Planned
Actions/Services

Integration of English Language Arts, Mathematics, Science, Social Studies and supplemental program shifts need to occur in daily instruction. Integrated units of instruction will be created

Actual
Actions/Services

Integrated Units of instruction were the focus for 2018-2019 using Making Meaning curriculum. This unit planning structure is the foundation that we will continue to use as we develop our new ELA curriculum for 2019-2020.

Budgeted
Expenditures

P.E. Teacher 1000-1999: Certificated Personnel Salaries LCFF \$73,760

Extra time for creating Integrated Units of Study 1000-1999:

Estimated Actual
Expenditures

P.E. Teacher 1000-1999: Certificated Personnel Salaries LCFF Base \$73,760

Extra time for creating Integrated Units of Study - Substitutes 1000-

- Strategies to include:
Embedded Sheltered Instruction using SDAIE/GLAD features, techniques and strategies into daily lessons using adopted ELA curriculum and materials.

* All staff will use curriculum from the Center for the Collaborative Classroom (CCC) SIPPS/Making Meaning/Caring School Community.

*Quantum Learning strategies will be included to improve critical thinking skills.

* Physical Education teacher will support teacher learning by providing a time for teacher planning twice a week.

Embedded Sheltered Instruction was used in every classroom K-8. GLAD strategies were consistently used in all classrooms throughout the year.

At each grade level teachers used CCC curriculum. Unit planning consistently. Unit planning using Making meaning curriculum. K-2 teachers use SIPPS. All teachers following Caring School Community circles.

10 teachers use Quantum Learning strategies.

P.E. Teacher provided time for teachers to collaborate twice a week.

Certificated Personnel Salaries
Title III \$3,000

Instructional Materials/Curriculum 4000-4999: Books And Supplies \$6,300

Instructional Materials/Curriculum 4000-4999: Books And Supplies Title III \$8,000

Textbooks: Social Studies/Science/Making Meaning Books other than textbooks 4000-4999: Books And Supplies Base \$40,000

1999: Certificated Personnel Salaries Title III \$3,000

Instructional Materials/Curriculum 4000-4999: Books And Supplies \$6,300

Instructional Materials/Curriculum 4000-4999: Books And Supplies Title III \$8,000

Text Books, Books other than textbooks 4000-4999: Books And Supplies LCFF Base \$40,000

Action 6

Planned
Actions/Services

Students in need of supports will participate with a ELA and Math Intervention Teacher, In school tutoring and after school tutoring.

Actual
Actions/Services

Students in need of extra support participated with ELA and Math Academic Support Teacher, Grades 1-8.

In school tutoring was offered for students in Grades 5-8, daily.

After school tutoring was offered with 10 classes for students to attend. Tuesday/Thursday for

Budgeted
Expenditures

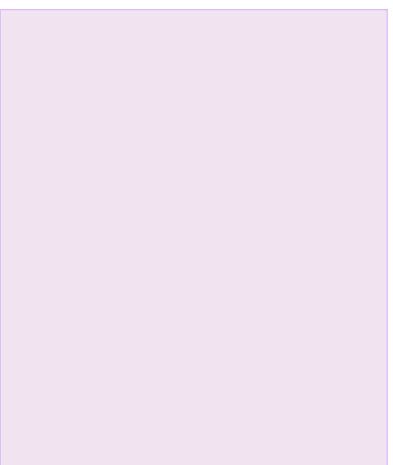
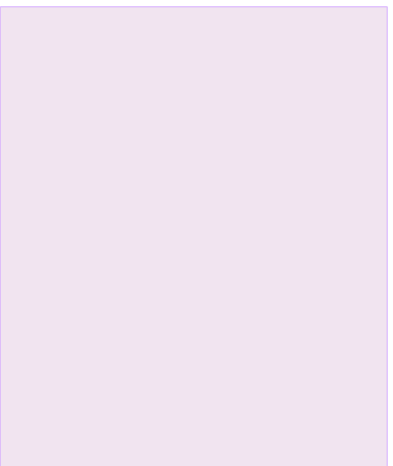
2 Academic Support Teachers Grades K-5 After School Tutoring 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$150,662

After School Tutoring 1000-1999: Certificated Personnel Salaries Title I \$5,000

Estimated Actual
Expenditures

Academic Support teacher 1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$150,662

After School Tutoring 1000-1999: Certificated Personnel Salaries Title I \$5,000



After School Tutoring Focus on Developing Language Development 1000-1999: Certificated Personnel Salaries Title III \$8,000

After School Tutoring 1000-1999: Certificated Personnel Salaries Title III \$8,000

In School Tutoring - Math - Instructional Support Assistant 2000-2999: Classified Personnel Salaries Supplemental and Concentration \$40,000

In School Tutoring -Math Instructional Support Assistant 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$40,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

This Goal was implemented with fidelity. English language Arts and Mathematics is an important focus for all and the work this year continued to revolve around this area. Increase proficiency for all students is the Goal for all students.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

We rated this area as a "9" in overall effectiveness of the actions to achieve the articulated goals. All actions were completed. Teachers practiced new strategies and were able to create Units of Study to match Making Meaning. Instructional Lead teacher supported teachers throughout the year with planning, problem solving, coaching and differentiating instruction. Technology was increased so that all students in grades 3-8 received 1-1 devices. There was more use of software to support student learning. We began the process of creating integrated units of study which will help with the planning for the 2019-2020 school year. Academic Support Teachers worked in the classrooms to provide additional instruction and collaborated with classroom teachers to ensure that they were monitoring the students progress and working on the same skills. Academic Support teachers monitoring forms served as evidence that academic gains were achieved. After School tutoring attendance records were kept to ensure consistency in attendance and teachers provided extra support in Reading, Writing, Math and English language development. Student progress was monitored by the classroom teacher.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The differences that were shown were the area of Special Education - Professional Development. We were not able to send any teachers to any local training as those training were offered during the teachers vacation time or no differentiated instructional workshops were held for regular education teachers. \$0.00 were spent.

Infrastructure for k-2 site was not revised or any expenditures occurred due to the system at the K-2 site as accepting the additional technology usage. \$0.00 were spent. Money was moved over to Software programs.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

One change to Goal 2 is the addition of Planning time for our K-2 staff. These teachers cannot be in their classrooms after 3 pm. They have a shared space and an after school program takes place in their classrooms. Once a month planning time was added for the 6 teachers.

Another change to this goal is that Substitutes for the Planning time was not budgeted in the LCAP, that will be changed for 2019-2020.

We also will add 2 school site substitutes "Flex" teachers who will cover classes as teachers do Unit planning and meet with Instructional Lead Teacher. The National School district had asked us to restrict the number of substitutes requested per week. This eliminates that problem.

In order to retain teachers at our school we will offer a New Teacher Induction program so that teachers clear their credentials and understand that this is a incentive that the school provides.

Annual Update

LCAP Year Reviewed: **2018-19**

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

All students will participate in daily lessons that develops good character.

State and/or Local Priorities addressed by this goal:

State Priorities: 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)

Local Priorities: Integrity Charter School will equip students with the skills necessary to become Caring, Courteous, Responsible,

Annual Measurable Outcomes

Expected

Actual

Metric/Indicator
80% of teachers will implement positive discipline with the Caring Teachers Guide to Discipline as evidenced by decrease in teacher behavior/academic reports, and office referrals.

18-19

90%

Baseline
80%

90% of our classroom teachers implemented positive discipline with the Caring Teachers Guide to Discipline as evidenced by the behavior referral slips submitted to the office.

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
All students will receive daily Character lessons or participate in activities that reinforce a school Anchor trait. Teachers will be using Caring Schools Community Curriculum to develop good character. Teachers will use Class Meetings and Cross Age Buddies to develop a supportive school climate and good character development.	All students received daily instruction with character lessons that support the schools anchors. Class meetings were held the first 20 minutes of each morning. Cross age Buddies occurred once a month. Evidenced by lesson plans.	Second Steps, Classroom materials 4000-4999: Books And Supplies LCFF \$4000	Classroom materials 4000-4999: Books And Supplies LCFF Base \$3,500

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Teachers will implement Restorative Practices and Caring Teachers Guide to Discipline as the discipline model for positive reinforcement and that students take responsibility for their actions and understand what it means to have good character.	Restorative Practice procedures were taught in the beginning of the school year. Our discipline model for the 2018-2019 school year has been one of positive reinforcement.	TK Foundation Restorative Practice Professional Development 5800: Professional/Consulting Services And Operating Expenditures LCFF \$5,000 Classroom materials Reference materials 4000-4999: Books And Supplies LCFF \$3,200	TKF Foundation Restorative Practice Professional Development 5800: Professional/Consulting Services And Operating Expenditures LCFF Base \$5,000 Classroom reference and materials 4000-4999: Books And Supplies LCFF Base \$3,200

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Community Matters/Girls on the Run Students will participate in Safe School Ambassador Program to	Students participated as Safe School Ambassadors. Teachers and students received training in September, 2018. We did not	Coach / Supplies/ Incentives 1000-1999: Certificated Personnel Salaries Supplemental and Concentration \$6,500	Supplies/Incentives 0000: Unrestricted LCFF Supplemental and Concentration \$500.00

create a caring environment.
Coach is needed for Program

need to hire a coach as one was
provided by the SSA Grant.

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Overall implementation for this goal was an Excellent rating. All actions were carried through. Students practiced building character traits that build a culture of respect, responsible, courteous, caring and civic minded individuals.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Overall effectiveness for this goal was an Excellent rating. All actions were carried through. Students practiced building character traits that build a culture of respect, responsible, courteous, caring and civic minded individuals.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The one material difference was in the area of a Coach for the Safe School Ambassador program. A coach was assigned to the school due to a grant at the San Diego County office of Education, so there was not fee for the training or coaching.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

In discussing this with parents they expressed a desire to have parent workshops where they can learn how to help their child succeed in school and also parenting classes to help them with the developmental needs for their child. 2 Parent workshops will be added for the 2019-2020 school year.

Annual Update

LCAP Year Reviewed: **2018-19**

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 4

Integrity Charter School shall provide a safe and secure environment for all staff and students.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 6: School Climate (Engagement)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator

Staff knows and follows the Comprehensive School Safety Plan

Metrics: Sign In Sheet for training, Agendas

18-19
100%

Baseline
100%

Metric/Indicator

Staff enforces the established Play Area rules

Metrics: Referrals, injury reports, observations

18-19
85%

Actual

All staff knows and follows the Comprehensive Safety Plan. Teachers all have copies of the plan.

Play ground rules have been established and are followed by students and enforced by Staff.

Expected

Baseline
75%

Metric/Indicator
Students will be provided individual and group supports with a counselor once requested. Students who need social emotional support will be contacted by Peace Mentor

Metrics: Counselor's log, Referral log

18-19
50%

Baseline
30%

Metric/Indicator
Train all staff on digital citizenship and critical thinking skills to identify accurate and relevant resources and appropriate interactions with others online.

Metrics: Professional Development sign in sheets, lesson plans

18-19
100%

Baseline
0%

Metric/Indicator
Maintain Facility in good working order, clean and safe.

Metrics: School Maintenance Checklist

18-19
100%

Baseline
100%

Actual

We have a TKF Peace Mentor on our campus 4 days a week. Students are referred by parent, staff or child.

Digital Citizenship professional development has been held.

Facility is in good working order, clean and safe

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
All Staff follows the Comprehensive School Safety Plan will be reviewed annually.	School Safety Plan reviewed August 2018	0	0

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Provide counseling for students focusing on social- emotional and behavior support. Individual or group sessions	TKF has contracted with School to provide a Peace Mentor for social-emotional supports 4 days a week.	TK Foundation 1 day a week 5000-5999: Services And Other Operating Expenditures Base \$6,000	TK Foundation 1 a week 5000-5999: Services And Other Operating Expenditures LCFF Base \$6,000
		TK Foundation - Peace Mentor 3 days a week 5800: Professional/Consulting Services And Operating Expenditures Supplemental and Concentration \$10,000	TK Foundation - Peace Mentor 3 days a week 5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration \$10,000

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Integrity will maintain classrooms and school building: flooring, paint and regular maintenance will be on going.	School Building was maintained in good working order. Safe building. Push bar locking system installed to the front door so that front door is locked at all times.	Maintenance/Repair 5000-5999: Services And Other Operating Expenditures Base \$20,000	Maintenance and Repair 5000-5999: Services And Other Operating Expenditures LCFF Base \$20,000

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures

21st Century Safety and Awareness: Increase awareness of digital citizenship through explicit lessons and curriculum using Digital Bytes

Lessons in Digital Citizenship were given to all students across grade level. Evidenced by lesson plans.

Free Program Digital Bytes 5800: Professional/Consulting Services And Operating Expenditures Supplemental and Concentration \$15,000

Free program/ Digital Bytes 5800: Professional/Consulting Services And Operating Expenditures 0

Needed is a Computer program to monitor sites students have visited or are engaged in. Teacher will be able to block those sites that are inappropriate for students

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Overall Goal 4, Integrity Charter School shall provide a safe and secure environment for all staff and students was achieved. Our building looks nice, is safe and provides a good learning environment.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions developed to support the goal were effective. Evidenced by building inspection (Fire Marshal), monthly inspections and parents comments.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

One material differences noted: \$15,000 for a computer monitoring system where teachers can track what students are logged into was not purchased. No money was spent in this area.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

After review of Goal 4 it is noted that we will increase Social/Emotional supports by adding a 5 day Peace mentor to our contract. This allows for students to be supported each day with a Peace mentor. We also need to research online programs that prevent students from accessing inappropriate items. We have a filter on our system but students are able, at times, to log on to other sites that are not

school related. We will also continue to learn about new safety procedures and look at areas that could potentially become a safety issue in the future.

Annual Update

LCAP Year Reviewed: **2018-19**

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 5

Community and Family Engagement: Integrity Charter School will ensure students, staff, parents and the community are both satisfied and engaged.

State and/or Local Priorities addressed by this goal:

State Priorities: 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)

Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected

Actual

Metric/Indicator

Increase attendance by 1% for K-8 Grade students.

As reported in P-1 attendance reports, Attendance increased by 1%.

Metrics: Attendance Records

18-19
1%

Expected

Baseline		
2016-2017	K-3	96.08%
4-6		96.49%
7-8		95.55%
2015-2016	K-3	94.73%
4-6		96.25%
7-8		95.46%

Metric/Indicator
Decrease chronic absenteeism by 2%.

Metrics: Attendance Records

18-19
Decrease by 2%

Baseline
On an average student who are chronically absent attend school only 55% of the time

2016-2017

StateWide - 10.8%
National School District - 5.9%
Integrity Charter School - 8.5%

Metric/Indicator
Increase the number the Yearly School Experience Surveys that are returned by 10%.

Metrics: Surveys

18-19
70%

Baseline
40% 2015-2016

Actual

Chronic absenteeism showed no real change. We maintained at 0.4%, scoring yellow on the dashboard. We have 9.1% of our students who are chronically absent. Of those absent, our homeless students (17.5%) were absent the most. This was an increase of 2.9% for this subgroup. We will continue to work with families to support this goal.

We increased the number of Yearly School Experience Surveys collected by 10%.

Expected

Metric/Indicator
 Improve Communication. Utilize a school to home communication software or mobile application.
 Metric: Software, mobile application or website improvements
18-19
 80% of families have been contacted using software or mobile application
Baseline
 2015-2016 No Software or Mobile Applications were made available to families

Actual

Communication has been improved by the use of DOJO with each classroom on line and school also using DOJO. We have increased our presence on Facebook, Instagram and our school website.

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned
 Actions/Services
 ICS will have a monthly Assembly to recognize students for the following: Exceptional Scholarship, Exceptional Citizenship, Exuding positive character

Actual
 Actions/Services
 Monthly Student Recognition Assemblies held

Budgeted
 Expenditures
 Quantum Learning Strategies Encumbered in Goal 2
 0

Estimated Actual
 Expenditures
 0

Action 2

Planned
 Actions/Services
 Employee Engagement: All staff are engaged in school's activities and commit to the success of all students.

Actual
 Actions/Services
 All staff supported activities such as: Fall Festival, Winter concert, Authors and illustrators, and Family Friday.

Budgeted
 Expenditures
 n/a 0

Estimated Actual
 Expenditures
 0

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Utilize a school to home communication software or mobile application, to provide notification of key academic performance information, supports and resources, interventions, attendance, assignments, etc. Enhance Individual School Websites to include parent communication, available supports and resource portals to home. Increase Social Media presence by means of Twitter, Instagram.	School Website was enhanced to include parent communication. Social Media was increased by our Webmaster.	Report Cards, Webmaster, Messaging 5000-5999: Services And Other Operating Expenditures LCFF \$5,000 Translation 2000-2999: Classified Personnel Salaries Title I \$328.00	Report Cards, Webmaster, messaging 5000-5999: Services And Other Operating Expenditures LCFF Base \$5,000 Translation 2000-2999: Classified Personnel Salaries Title I \$328.00

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Student Service Director to monitor Social Media. Increase presence by means of Twitter, Facebook, etc.	Student Service Director monitored Social Media and maintained school website.	2000-2999: Classified Personnel Salaries Base \$53,464.98	Student Service Director 2000-2999: Classified Personnel Salaries LCFF Base \$53,464.98

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Increase communication between teacher and families. Teachers will contact parents at least once a month via: phone/email/App/text/in person. Parent meetings with Admin	Teacher/Parent communication was increased this year as evidenced by parent teacher contact log.	\$0	0

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The Overall implementation for Goal 5 was rated at Excellent. Parent and community engagement is very important for our school. Our belief that we must have that channel of communication open at all times is a belief we all have.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The Overall effectiveness for Goal 5 was rated as "Very Effective". Attendance was increased and the chronic absenteeism went down. More channels for parent/teacher communication were opened.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.
none noted.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Goal 5 will remain "As is" for the most part. One change is in the Parent workshop - parents requested a few more workshops where they can improve parenting skills or learn how to support their child at home with the academic rigor, so those will be added for the 2019-2020 school year.

Stakeholder Engagement

LCAP Year: 2019-20

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Integrity Charter School (ICS) used multiple channels, venues and technology to engage with our community of stakeholders. The School's efforts began in November 2018 with a series of meetings at the school site and community wide. ICS administrator hosted on-going meetings at the school site.

Information/Input Sessions occurred August 2018 – May 2019

- School Board Meeting
- School Site Staff Meeting
- School Site Council Meetings
- Student Council Advisory Committee
- English Learner Advisory Committee/ Family Friday

* Discussions with students

- Parent and Community Survey
- San Diego County of Education Meetings
- Administrative review with Leadership team members of each program.

During these meetings opportunities were given for evaluation of certain programs and recommendations from the stakeholders

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

The consultation impact on the LCAP for the upcoming school year is noted below:

- Continue to increase support for English Learners, especially in the area of comprehension - more professional development for teachers
- Increase knowledge of Restorative Practices with discipline – Professional development in this area
- Increased teacher communication with families – Teachers will have plans and keep records on Synergy of parent communication with administrative review.
- Increase Technology usage and skills
- Increase support for Social/Emotional development by providing additional counseling, requested 5 days instead of 4.
- Keep Tutoring- everyone felt this was very useful - After school Tutoring as well as In-School tutoring will continue with support during the school day. P.E. teacher will support this Action Item.
- Parents want the consistency of teacher retention. Pay schedules were adjusted to match National School District years 1 – 6. We will continue to work on increased salary change for 2019-2020 school year.
- The need to educate parents and staff on the California Dashboard, PD will include the essentials to ensure all staff understand the requirements.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Modified Goal

Goal 1

Increase students knowledge of A-G coursework, high school graduation requirements, career options and exposure to a variety of higher level institutions.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)

Priority 3: Parental Involvement (Engagement)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 5: Pupil Engagement (Engagement)

Priority 6: School Climate (Engagement)

Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Identified Need:

To increase the number of students who enter high school at grade level with knowledge of High School graduation requirements and college requirements. Students need to know what coursework is required of them in high school so that they will have full access to College entrance and meet high school graduation requirements.

To motivate and give students purpose for attending school, students have a goal in mind for future employment. Most students do not know why they come to school. The students usually say "Because we have to." Students having purpose for being in school is essential in ensuring student engagement.

Our English Learners, Foster Youth/ Homeless, Students with Disabilities and Low income students do not often know what is required to attend college and universities. Many of the families do not have information on how to attain higher education for their children, beginning with what coursework must be taken in high school. Many families have never visited a college campus or know what is needed to achieve university level entrance.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
All students will have a career goal for future employment and will be able to state that goal. (Purpose) Metric: Student survey/lesson plans	2015-2016 school year 30% of or students established career goals.	80% of all students to have established career goals for future employment and will be able to state it.	90% of all students to have established career goals for future employment and will be able to state it by September.	100% of all students to have established career goals for future employment and will be able to state it by September.
All 8th Grade Students will have an Individual Graduation Plan for attaining their educational goals. Metric: Upper Grade Support Teacher Check list	2015-2016 school year 0% of 8th Grade students had an Individual Graduation Plan	100% of 8th Grade students will leave Integrity Charter School with an Individual Graduation Plan.	100% of 8th Grade students will leave Integrity Charter School with an Individual Graduation Plan.	100% of 8th Grade students will leave Integrity Charter School with an Individual Graduation Plan.
All students will have studied and visited a College campus. Metric: College Trip log	2014-2015 school year all students visited their first college campus. Students did not learn very much about requirements or history of school.	100% of all classrooms will visit and study a new college campus.	100% of all classrooms will visit and study a new college campus.	100% of all classrooms will visit and study a new college campus.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Grade Spans: 7th & 8th

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Provide 7th Grade and 8th Grade students and parents with A-G requirements for high school.

2018-19 Actions/Services

Provide 7th Grade and 8th Grade students and parents with A-G requirements for high school.

2019-20 Actions/Services

Provide 7th Grade and 8th Grade students and parents with A-G requirements for high school.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$150.00	\$150.00	\$150.00
Source	Base	Title I	Title I
Budget Reference	0000: Unrestricted	0000: Unrestricted	Not Applicable Refreshments

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 6-8 Grades

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Provide Academic Coach to assist teachers in developing high-quality curriculum and instruction in career goal setting, and support Students to help ensure that they have skills and information that they need to prepare them for High School.

2018-19 Actions/Services

Provide Upper Grade Academic Support Teacher to assist upper grade teachers in implementing high-quality curriculum, instruction in career goal setting, and support students to help ensure that they have skills and information that they need to prepare them for High School.

2019-20 Actions/Services

Classroom teachers and Upper Grade Academic Support teacher will implement high-quality curriculum, instruction in career goal setting, and support Students to help ensure that they have skills and information that they need to prepare them for High School. 8th Grade students leave with an Individual Graduation Plan

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$73,060	\$30,615	\$34,941.00
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries 1100 Salary and 3111 Benefits	1000-1999: Certificated Personnel Salaries 1100 Salary and 3111 Benefits	1000-1999: Certificated Personnel Salaries 3000-3999 Benefits Academic Support Teacher 6-8
Amount			\$5,000.00

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups) [Add Students to be Served selection here]

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income) English Learners
Foster Youth
Low Income

Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) Schoolwide

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20

Unchanged Action Unchanged Action Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

7th and 8th Grade Students participation in the after-school program diplomas 2 DEGREES an introduction to academic goal setting.

7th and 8th Grade Students participation in the after-school program diplomas 2 DEGREES an introduction to academic goal setting.

7th and 8th Grade Students participation in the after-school program(ASES) diplomas 2 DEGREES an introduction to academic goal setting.
All other students will participate in extracurricular activities and receive time for homework completion.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$163,800	\$150,000	\$161,300
Source	After School Education and Safety (ASES)	After School Education and Safety (ASES)	After School Education and Safety (ASES)
Budget Reference	8590	8590	5000-5999: Services And Other Operating Expenditures ASES - After School Educational and Safety Program

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups) [Add Students to be Served selection here]

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income) English Learners
Foster Youth
Low Income

Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) Schoolwide

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Unchanged Action

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Students and their families in all grade levels will visit a College or University Campus and learn about its requirements for admissions and history.

Students and their families in all grade levels will visit a College or University Campus and learn about its requirements for admissions and history.

Students and their families in all grade levels will visit a College or University Campus and learn about its requirements for admissions and its history.

All students will have set a career goal. In addition educational Field Trips will be provided for all students

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$3,000	\$6,400	\$10,000
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Field trips	5000-5999: Services And Other Operating Expenditures Field trips	5000-5999: Services And Other Operating Expenditures Field trips - College 9 buses @ \$400 each Field trips - Theater/ EOY (6,7,8)

Amount	\$2,000	\$3,200	\$2,000
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Curriculum Materials for College	4000-4999: Books And Supplies Curriculum materials for College - \$200 per classroom	4000-4999: Books And Supplies Curriculum materials for College - \$115.00 per class

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 2

Increase proficiency for all students in English Language Arts and Mathematics.

State and/or Local Priorities addressed by this goal:

State Priorities: 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)

Local Priorities: Integrity Charter School will provide a small school environment.

Identified Need:

Our English language arts Dashboard score is a Yellow with an increase of 5.1 Points, our Math Dashboard score is a Green with an increase of 92 Points. Our students fall below the standard in both areas.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Support Teachers with instructional framework implementation via coaching and meaningful feedback, resulting in improved	85%	90%	95%	100%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>classroom teaching with 95% of teachers meeting school's expectation for performance.</p> <p>Metrics: Teacher evaluation rubric.</p>				
<p>Increase by 10% of students and significant student subgroups in meeting standards based on K-2 Literacy and Mathematics.</p> <p>Metrics: Benchmark assessment, Running Records</p>	<p>60%</p>	<p>70%</p>	<p>80%</p>	<p>90%</p>
<p>Increase percentage of students and all significant subgroups in grades 3-8 who scored Proficient or above on the Smarter Balanced English Language Arts Test (SBAC).</p> <p>Metrics: 5% annual growth from SY 2017-2018.</p>	<p>All students - 32% Baseline 2014-2015 Hispanic or Latino English Learners Special Education Socioeconomically Disadvantaged</p>	<p>All students—48% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students—53% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students—58% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>Increase percentage of students and all significant subgroups in grades 3-8 who scored Proficient or above on the Smarter Balanced Mathematics Test (SBAC).</p> <p>Metrics: 5% annual growth from SY 2017-2018.</p>	<p>All students—19% Baseline 2014-2015 Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students—28% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students—33% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students—38% Hispanic English Learners Special education Socioeconomically Disadvantaged</p>
<p>All students in grades K-8 grade will take Mathematics and English Language Arts Benchmark assessments.</p> <p>Metrics: Quarterly benchmark assessments, 10% annual growth from beginning of the year data.</p>	<p>All students Baseline beginning of school data Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students Baseline – beginning of school data Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students Baseline - beginning of school data Hispanic English Learners Special education Socioeconomically Disadvantaged</p>	<p>All students Baseline- beginning of school data Hispanic English Learners Special education Socioeconomically Disadvantaged</p>
<p>English Learners will make progress in learning English.</p> <p>Metric: ELPAC Score</p>	<p>59% of our students are making progress in learning English.</p>	<p>64% of our students making progress in learning English.</p>	<p>BASELINE - ELPAC</p>	<p>Established AMO</p>

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Maintain small Class Size in K-3 (21-1), 4th 8th Grade (27-1)

Adding an additional 5th Grade class

364 students / 1 lower grade teacher (2nd Grade) / 1 upper grade (4th Grade) teacher

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Maintain small Class Size in K-3 (21-1), 4th 8th Grade (27-1)

Adding an additional 6th Grade Class

364 students / 1 lower grade teacher (Grade 3) / 1 upper grade teacher (6th)

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Maintain small Class Size in K-3 (21-1), 4th 8th Grade (25-1)
Kinder-Rodriguez; 1st Haw; 2nd - Mattison; 3rd Griffith; 5th Qualls

Adding an additional 7th Grade Class

364 students / 3 lower grade teacher / 2 upper grade teacher



Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$145,559	\$144,916	\$363,019
Source	Base	Base	LCFF Base
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries 3000-3999: Benefits - Small Class Size (2 teachers)	1000-1999: Certificated Personnel Salaries 3000-3999 Benefits (5 teachers) EPA
Amount	\$1,244,298	\$1,244,298	\$1,204,790
Source	Base	Base	LCFF Base
Budget Reference		1000-1999: Certificated Personnel Salaries 3000 - 3999: Benefits Classroom Teachers	1000-1999: Certificated Personnel Salaries 3000-3999 Benefits All Teachers and Director
Amount	\$5,000	\$5,000	\$5,000
Source	Base	Base	LCFF Base
Budget Reference	4000-4999: Books And Supplies Base – Furniture (\$2,000) Books/Curriculum (\$3,000)	4000-4999: Books And Supplies Base – Furniture (\$2,000) Books/Curriculum (\$3,000)	4000-4999: Books And Supplies Base – Furniture (\$2,000) Books/Curriculum (\$3,000) New 7th Grade classroom

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups) [Add Students to be Served selection here]

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners
Foster Youth
Low Income

Schoolwide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Modified Action

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Strategic Professional Development for staff and Administrators regarding: implementing instructional framework and CCSS with quality, lesson study utilizing adopted curriculum and supplemental materials, utilizing educational technology and instructional strategies to support English learners, students with special needs and at-risk students. Utilize consultants as needed to support Professional development.

Strategic Professional Development to staff and administrators regarding: implementing instructional framework and CCSS with quality, lesson study utilizing adopted curriculum and supplemental materials, utilizing educational technology and instructional strategies to support English learners, students with special needs and at-risk students. Utilize consultants as needed to support Professional development.

Strategic Professional Development to staff and administrators regarding: implementing instructional framework and CCSS with quality, utilizing adopted curriculum and supplemental materials, utilizing educational technology and instructional strategies to support English learners, students with special needs and at-risk students. Utilize consultants as needed to support Professional development.

Administrators receives support from consultants for executive coaching & professional development to improve student achievement.

Administrators receives support from consultants for executive coaching & professional development to improve student achievement.

Administrators receives support from consultants for executive coaching & professional development to improve student achievement.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,500	\$16,000	\$17,500
Source	Title II	Title II	Title II
Budget Reference	1000-1999: Certificated Personnel Salaries Educator Effectiveness	5000-5999: Services And Other Operating Expenditures Professional Development	5000-5999: Services And Other Operating Expenditures New Teacher Induction Program
Amount	\$10,893	\$40,000	\$47,031
Source	Title II	Title I	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries Educator Effectiveness	1000-1999: Certificated Personnel Salaries 3000 - 3999: Benefits & Curriculum Director	1000-1999: Certificated Personnel Salaries 3000-3999: Benefits Instruction & Curriculum
Amount	\$40,000	\$85,000	\$90,751
Source	Title I	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries Curriculum Coordinator	1000-1999: Certificated Personnel Salaries 3000 - 3999: Benefits Instructional Lead	1000-1999: Certificated Personnel Salaries Instructional Lead Teacher
Amount	\$7,000	\$8,000	\$5,000
Source	Title III	Title III	Title III
Budget Reference	1000-1999: Certificated Personnel Salaries GLAD, Quantum Learning, language progress analysis	5000-5999: Services And Other Operating Expenditures Professional Development	5000-5999: Services And Other Operating Expenditures Professional Development

Amount	\$30,000	\$30,000	\$50,000
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures NCUST & other	5800: Professional/Consulting Services And Operating Expenditures NCUST \$25,000 & Quantum Learning \$25,000
Amount	\$3,000	\$4,200	\$8,000
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries	5000-5999: Services And Other Operating Expenditures 1000-1999: Certificated Salaries Training for Special Education Needs	1000-1999: Certificated Personnel Salaries 3000-3999 Benefits - K-2 Planning Time 8 months/3 grade levels/ 2 teachers at each grade level
Amount	\$89,060	\$91,130	\$105,368
Source	Base	Base	LCFF Base
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries 3000-3999: Benefits Assistant Director	1000-1999: Certificated Personnel Salaries 3000-3999: Benefits -/ Assistant Director
Amount			\$115,396
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 3000-3999 Benefits 2 - Educational Assistance

Amount		\$15,000
Source		LCFF Supplemental and Concentration
Budget Reference		5800: Professional/Consulting Services And Operating Expenditures Professional Development

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Formative and summative assessments play an integral role in supporting student achievement to ensure students are college and career ready. Collection of data from formative and summative

2018-19 Actions/Services

Formative and summative assessments play an integral role in supporting student achievement to ensure students are college and career ready. Collection of data from formative and summative

2019-20 Actions/Services

Formative and summative assessments play an integral role in supporting student achievement to ensure students are college and career ready. Collection of data from formative and summative

assessment drive teacher instruction and feedback to students regarding their progress and achievement of grade level content standards, common core anchor standards, and 21st thinking skills. Types of Assessment include:

- State Interim Assessments
- Trimester Benchmark Assessments
- STAR assessments through Renaissance Learning for 3- 8
- Data monitoring system with individual and pre-created reports and assessments aligned to the Common Core State Standards in ELA and Mathematics to drive teacher instruction (ex. STAR)
- Director will meet quarterly with each teacher to examine benchmark assessments results, grades and Quarterly exams for ELD progress

assessment drive teacher instruction and feedback to students regarding their progress and achievement grade level content standards, common core anchor standards, and 21st thinking skills. Types of Assessment include:

- State Interim Assessments
- Trimester Benchmark Assessments
- STAR assessments through Renaissance Learning for 3- 8
- Data monitoring system with individual and pre-created reports and assessments aligned to the Common Core State Standards in ELA and Mathematics to drive teacher instruction (ex. STAR, Synergy)

* Running Records

- Director will meet quarterly with each teacher to examine benchmark assessments results, grades and Quarterly exams for Academic progress

assessment drive teacher instruction and feedback to students regarding their progress and achievement grade level content standards, common core anchor standards, and 21st thinking skills. Types of Assessment include:

- State Interim Assessments
- Trimester Benchmark Assessments

: Running Records

- STAR assessments through Renaissance Learning for 3- 8
- Data monitoring system with individual and pre-created reports

and assessments aligned to the Common Core State

Standards in ELA and Mathematics to drive teacher instruction

(ex. STAR)

Administration will meet quarterly with each teacher to examine benchmark assessments results, grades and Quarterly exams for ELD progress.

Budgeted Expenditures

	2017-18	2018-19	2019-20
Year			
Amount		\$9,000	
Source	Supplemental and Concentration	Supplemental and Concentration	
Budget Reference	3000-3999: Employee Benefits	1000-1999: Certificated Personnel Salaries Lesson Study - Substitute	
Amount	\$5,000	\$14,000	\$9,281.70
Source	Title III	Supplemental and Concentration	Title I
Budget Reference	4000-4999: Books And Supplies	5000-5999: Services And Other Operating Expenditures Renaissance Learning,	5000-5999: Services And Other Operating Expenditures Renaissance Learning,
Amount		\$2,000	\$2,000
Source		Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference		1000-1999: Certificated Personnel Salaries Data Gathering and Calibration - Extra time for teachers	1000-1999: Certificated Personnel Salaries Data gathering and calibration - Extra time for teachers

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners Foster Youth Low Income	Schoolwide	All Schools
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Actions/Services

Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Unchanged Action
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2017-18 Actions/Services 2018-19 Actions/Services 2019-20 Actions/Services

Increase educational technology use for teachers and students.	Increase educational technology use for teachers and students	Increase educational technology use for teachers and students
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$30,000	\$30,000	\$25,000
Source	Supplemental and Concentration	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Computers for K-2	6000-6999: Capital Outlay Computers for students and teachers
Amount	\$5,000	\$50,000	\$10,000
Source	Title I	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Computers for 8th Grade and Teachers	6000-6999: Capital Outlay Elmo/projectors/copiers
Amount	\$485	\$185	\$10,000
Source	Title III	Title III	LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Immigrant	6000-6999: Capital Outlay Teacher/Staff computers

Amount	\$15,000	\$5,000
Source	LCFF	LCFF Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Infrastructure at K-2 site	5000-5999: Services And Other Operating Expenditures Infrastructure at k-2 Site if needed
Amount	\$12,000	\$57,000
Source	Title I	Title I
Budget Reference	4000-4999: Books And Supplies Software: RAZ Kids, AZ learning, Brain Pop, Zingy Learning	Not Applicable Software: RAZ Kids, AZ Learning, Brain Pop, Zingy Learning, Splash math, ALECK, Thrively,
Amount		\$9,500
Source		LCFF Base
Budget Reference		5000-5999: Services And Other Operating Expenditures David Wright - Computer Repair
Amount		\$3,000
Source		Title IV
Budget Reference		6000-6999: Capital Outlay Computers and AV equipment

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Integration of English Language Arts, Mathematics, Science, Social Studies and supplemental program shifts need to occur in daily instruction. Integrated units of instruction will be created

- Strategies to include: Embedded Sheltered Instruction using SDAIE/GLAD features, techniques and strategies into daily lessons using adopted ELA curriculum and

materials. All staff will use curriculum from the Center for the Collaborative Classroom (CCC) SIPPS/Making Meaning/Caring School Community. Quantum Learning strategies will be included to improve critical thinking skills.

2018-19 Actions/Services

Integration of English Language Arts, Mathematics, Science, Social Studies and supplemental program shifts need to occur in daily instruction. Integrated units of instruction will be created

- Strategies to include: Embedded Sheltered Instruction using SDAIE/GLAD features, techniques and strategies into daily lessons using adopted ELA curriculum and materials.

* All staff will use curriculum from the Center for the Collaborative Classroom (CCC) SIPPS/Making Meaning/Caring School Community.
*Quantum Learning strategies will be included to improve critical thinking skills.

2019-20 Actions/Services

Integration of English Language Arts, Mathematics, Science, Social Studies and supplemental program shifts need to occur in daily instruction. Integrated units of instruction will be created

- Strategies to include: Embedded Sheltered Instruction using SDAIE/GLAD features, techniques and strategies into daily lessons using adopted ELA curriculum and materials.

All staff will use curriculum from the Center for the Collaborative Classroom (CCC) SIPPS/Making Meaning/Caring School Community.
Quantum Learning strategies will be included to improve critical thinking skills.

Physical education teacher will support teachers and students by providing

STEAM Enrichment teacher will support hands on learning and use Science as a means of integrating curriculum.

* Physical Education teacher will support teacher learning by providing a time for teacher planning twice a week.

teacher collaborative time and small group instruction once a week.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$146,120	\$73,760	\$81,591
Source	Supplemental and Concentration	LCFF	LCFF Base
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries P.E. Teacher	1000-1999: Certificated Personnel Salaries P.E. Teacher
Amount	\$2,000	\$3,000	\$20,000
Source	Title III	Title III	LCFF Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries Extra time for creating Integrated Units of Study	4000-4999: Books And Supplies Curriculum for integrated units of study
Amount	\$4,260	\$6,300	\$59,000
Source	Lottery	Lottery	Lottery
Budget Reference		4000-4999: Books And Supplies Instructional Materials/Curriculum	4000-4999: Books And Supplies Instructional Materials/Curriculum Readers Writers workshop model
Amount	\$7,000	\$8,000	\$7,025
Source	Base	Title III	Title III
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Instructional Materials/ Curriculum	4000-4999: Books And Supplies Instructional Materials/ Curriculum

Amount	\$5,000	\$40,000	\$36,387
Source	Base	Base	LCFF Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Textbooks: Social Studies/Science/Making Meaning Books other than textbooks	2000-2999: Classified Personnel Salaries 3000-3999 Benefits Instructional PE Assistant
Amount			\$5,000
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Textbooks/ Curriculum to supplement instruction
Amount			\$7,000
Source			Title I
Budget Reference			4000-4999: Books And Supplies Textbooks/Books/ Supplies Classroom
Amount			\$5,400
Source			Lottery
Budget Reference			4000-4999: Books And Supplies Beginning of the year \$300 per teacher 18 classes

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners
Foster Youth
Low Income

Schoolwide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Unchanged Action

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Students in need of supports will participate with a ELA and Math Intervention Teacher and after school tutoring.

Students in need of supports will participate with a ELA and Math Intervention Teacher, In school tutoring and after school tutoring.

Students in need of supports will participate with a ELA and Math Academic Recovery Teacher, small group instruction and after school tutoring

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$30,000	\$150,662	\$235,176
Source	Title I	Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries 2 Academic Support Teachers Grades K-5 After School Tutoring	1000-1999: Certificated Personnel Salaries 3 Academic Support Teachers Grades K-5

Amount	\$5,000	\$5,000	\$7,500
Source	Title III	Title I	Title I
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries After School Tutoring	1000-1999: Certificated Personnel Salaries After School Tutoring \$25 hr. 2x week for 50 days 2 hr/ each day 3 teachers
Amount	\$5,000	\$8,000	\$7,500
Source	Supplemental and Concentration	Title III	Title III
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries After School Tutoring Focus on Developing Language Development	1000-1999: Certificated Personnel Salaries After School Tutoring - Focus on English Language Development \$25 hr. 2x week for 50 days 2 hr/each day 3 teachers
Amount		\$40,000	
Source		Supplemental and Concentration	
Budget Reference		2000-2999: Classified Personnel Salaries In School Tutoring - Math - Instructional Support Assistant	
Amount			\$2,500
Source			After School Education and Safety (ASES)
Budget Reference			1000-1999: Certificated Personnel Salaries After School Tutoring for students attending ASES 1 teacher 25/hr 2x week ; 50 days ; 2 hr/each day

Amount			\$12,500
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries After School Tutoring 5 teachers \$25/hr. 2hr each day, 50 days 2x week

Action 7

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	Limited to Unduplicated Student Group(s)	All Schools
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Actions/Services

		New Action
		All unduplicated students will get additional tutoring if needed. During school, and after school

Budgeted Expenditures

Amount		\$27,000
Source		LCFF Supplemental and Concentration
Budget Reference		2000-2999: Classified Personnel Salaries After School Tutor 2 (3.5 hrs) \$25.00 Hr.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 3

All students will participate in daily lessons that develops good character.

State and/or Local Priorities addressed by this goal:

State Priorities:

- 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)

Local Priorities:

Integrity Charter School will equip students with the skills necessary to become Caring, Courteous, Responsible,

Identified Need:

Student need to practice character traits that build a culture of respect, responsible, courteous, caring and civic minded individuals.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
80% of teachers will implement positive discipline with the Caring Teachers Guide to Discipline as evidenced by decrease in teacher	80%	85%	90%	95%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
behavior/academic reports, and office referrals.				

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

All students will receive daily lessons using Caring Schools Community Curriculum to develop good character. Teachers will use Class Meetings and

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

All students will receive daily Character lessons or participate in activities that reinforce a school Anchor trait. Teachers will be using Caring Schools Community

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

All students will receive daily Character lessons or participate in activities that reinforce a school Anchor trait. Teachers will be using Caring Schools Community

Cross Age Buddies to develop a supportive school climate.

Curriculum to develop good character. Teachers will use Class Meetings and Cross Age Buddies to develop a supportive school climate and good character development.

Curriculum to develop good character. Teachers will use Class Meetings and Cross Age Buddies to develop a supportive school climate and good character development.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$3000	\$4000	\$5,000
Source	Base	LCFF	Lottery
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies Second Steps, Classroom materials	4000-4999: Books And Supplies Second Steps, Classroom materials \$200 per classroom
Amount			\$100
Source			Title I
Budget Reference			Not Applicable Family Parent meeting - Triple PPP Building good character at home

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners
Foster Youth
Low Income

Schoolwide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Modified Action

Modified Action

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Teachers will implement Caring Teachers Guide to Discipline as the discipline model for positive reinforcement and that students take responsibility for their actions and understand what it means to have good character. Implement Restorative Practices.

Teachers will implement Restorative Practices and Caring Teachers Guide to Discipline as the discipline model for positive reinforcement and that students take responsibility for their actions and understand what it means to have good character.

Teachers will implement Restorative Practices and Caring Teachers Guide to Discipline as the discipline model for positive reinforcement so that students take responsibility for their actions and understand what it means to have good character.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,611	\$5,000	\$5,000
Source	Base	LCFF	Title IV
Budget Reference	1000-1999: Certificated Personnel Salaries	5800: Professional/Consulting Services And Operating Expenditures TK Foundation Restorative Practice Professional Development	5800: Professional/Consulting Services And Operating Expenditures TK Foundation - Restorative Practice Professional Development

Amount	\$2,000	\$3,200	\$1,500
Source	Base	LCFF	Lottery
Budget Reference	3000-3999: Employee Benefits	4000-4999: Books And Supplies Classroom materials Reference materials	0001-0999: Unrestricted: Locally Defined Student Incentive - Jaguar Pride, Certificates, 8th Grade plaques, Blue tickets, Clubs,

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

New Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Academic Coach will support student success through scheduling of parental meetings for behavioral and academic interventions, while also being an integral member of systematic parental outreach.

2018-19 Actions/Services

Community Matters/Girls on the Run Students will participate in Safe School Ambassador Program to create a caring environment. Coach is needed for Program

2019-20 Actions/Services

Students will participate in Safe School Ambassador Program to create a caring and respectful environment.

Administrators will provide workshops to support Families with participation in Home to School projects

Students will participate in Girls on the Run building girl empowerment and girls feeling confident about themselves. Building strong character is the objective of the program.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	0	\$6,500	\$2,000
Source		Supplemental and Concentration	Title IV
Budget Reference	n/a	1000-1999: Certificated Personnel Salaries Coach / Supplies/ Incentives	0000: Unrestricted Supplies/ Incentives/ GOTR SSA

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 4

Integrity Charter School shall provide a safe and secure environment for all staff and students.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1: Basic (Conditions of Learning)

Priority 4: Pupil Achievement (Pupil Outcomes)

Priority 6: School Climate (Engagement)

Local Priorities:

Identified Need:

To maintain a safe and secure environment for students and staff.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Staff knows and follows the Comprehensive School Safety Plan	100%	100%	100%	100%
Metrics: Sign In Sheet for training, Agendas				
Staff enforces the established Play Area rules	75%	80%	85%	90%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>Metrics: Referrals, injury reports, observations</p> <p>Students will be provided individual and group supports with a counselor once requested. Students who need social emotional support will be contacted by Peace Mentor</p> <p>Metrics: Counselor's log, Referral log</p>	30%	40%	50%	60%
<p>Train all staff on digital citizenship and critical thinking skills to identify accurate and relevant resources and appropriate interactions with others online.</p> <p>Metrics: Professional Development sign in sheets, lesson plans</p>	0%	100%	100%	100%
<p>Maintain Facility in good working order, clean and safe.</p>	100%	100%	100%	100%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Metrics: School Maintenance Checklist				

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
 (Select from All, Students with Disabilities, or Specific Student Groups)
 [Add Students to be Served selection here]

Location(s):
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
 [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<p>Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)</p> <p>English Learners Foster Youth Low Income</p>	<p>Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))</p> <p>Schoolwide</p>	<p>Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)</p> <p>All Schools</p>
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Actions/Services

<p>Select from New, Modified, or Unchanged for 2017-18</p> <p>Unchanged Action</p>	<p>Select from New, Modified, or Unchanged for 2018-19</p> <p>Unchanged Action</p>	<p>Select from New, Modified, or Unchanged for 2019-20</p> <p>Unchanged Action</p>
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2017-18 Actions/Services

All Staff follows the Comprehensive School Safety Plan will be reviewed annually

2018-19 Actions/Services

All Staff follows the Comprehensive School Safety Plan will be reviewed annually.

2019-20 Actions/Services

All Staff follows the Comprehensive School Safety Plan will be reviewed annually.

[Empty box]

[Empty box]

With Safety in mind, we will look for a new site so that our school may be one, or we are not in a sharing partnership.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	0	0	\$72,000
Source			LCFF Base
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures New Site Expansion - Developer fees

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups) [Empty box]

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Empty box]

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income) [Empty box]

Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) [Empty box]

Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans) [Empty box]

English Learners
Foster Youth
Low Income

Schoolwide

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Modified Action

Modified Action
Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide counseling for students focusing on social- emotional, behavior and academic support. Individual or group sessions

Provide counseling for students focusing on social- emotional and behavior support. Individual or group sessions

Provide counseling for students focusing on social- emotional, behavior and academic support. Individual or group sessions

SSA instruction in the classroom for a 4 week cycle

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$6,000	\$6,000	\$17,000
Source	Base	Base	LCFF Base
Budget Reference	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures TK Foundation 1 day a week	5000-5999: Services And Other Operating Expenditures TK Foundation 4 days a week
Amount		\$10,000	\$500
Source		Supplemental and Concentration	LCFF Supplemental and Concentration
Budget Reference		5800: Professional/Consulting Services And Operating Expenditures TK Foundation - Peace Mentor 3 days a week	4000-4999: Books And Supplies Ms. Jose - materials and supplies for Safe School Ambassador lessons

Amount		\$3,500
Source		LCFF Supplemental and Concentration
Budget Reference		5000-5999: Services And Other Operating Expenditures Additional Day for TKF Mentor

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Integrity will maintain classrooms and school building: flooring, paint and regular maintenance will be on going.

2018-19 Actions/Services

Integrity will maintain classrooms and school building: flooring, paint and regular maintenance will be on going.

2019-20 Actions/Services

Integrity will maintain classrooms and school building: flooring, paint and regular maintenance will be on going.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$12,000	\$20,000	\$12,000
Source	Base	Base	LCFF Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Maintenance/Repair	5000-5999: Services And Other Operating Expenditures Maintenance/Repair	6000-6999: Capital Outlay Maintenance/Repair

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

21st Century Safety and Awareness: Increase awareness of digital citizenship through explicit lessons and curriculum using Digital Bytes

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

21st Century Safety and Awareness: Increase awareness of digital citizenship through explicit lessons and curriculum using Digital Bytes

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

21st Century Safety and Awareness: Increase awareness of digital citizenship through explicit lessons and curriculum using Digital Bytes

[Empty box]

Needed is a Computer program to monitor sites students have visited or are engaged in. Teacher will be able to block those sites that are inappropriate for students

[Empty box]

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$3000	\$15,000	0
Source	Base	Supplemental and Concentration	
Budget Reference	4000-4999: Books And Supplies	5800: Professional/Consulting Services And Operating Expenditures Free Program Digital Bytes	

Action 5

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

Foster Youth
Low Income

Limited to Unduplicated Student Group(s)

All Schools

Actions/Services

[Empty box]

[Empty box]

New Action

[Empty box]

[Empty box]

Provide Transportation/uniforms/Emotional supports for Foster students and students who are homeless

Budgeted Expenditures

Amount			\$2,000
Source			Title I
Budget Reference			5000-5999: Services And Other Operating Expenditures Transportation/uniforms/school supplies for Foster/Homeless Youth

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 5

Community and Family Engagement: Integrity Charter School will ensure students, staff, parents and the community are both satisfied and engaged.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- 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)
 - Priority 8: Other Pupil Outcomes (Pupil Outcomes)
- Local Priorities:

Identified Need:

To increase parent and community engagement

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Increase attendance by 1% for K-8 Grade students.	2016-2017 K-3 96.08%	1%	1%	1%
Metrics: Attendance Records	4-6 96.49%			
	7-8 95.55%			
2015-2016 K-3	94.73%			
	4-6 96.25%			

Metrics/Indicators	Baseline		2017-18	2018-19	2019-20
<p>Decrease chronic absenteeism by 2%.</p> <p>Metrics: Attendance Records</p>	<p>7-8 95.46%</p> <p>On an average student who are chronically absent attend school only 55% of the time</p> <p>2016-2017</p> <p>StateWide - 10.8% National School District - 5.9% Integrity Charter School - 8.5%</p>	<p>Decrease by 2%</p>	<p>Decrease by 2%</p>	<p>Decrease by 2%</p>	
<p>Increase the number the Yearly School Experience Surveys that are returned by 10%.</p> <p>Metrics: Surveys</p>	<p>40% 2015-2016</p>	<p>60%</p>	<p>70%</p>	<p>80%</p>	
<p>Improve Communication. Utilize a school to home communication software or mobile application.</p> <p>Metric: Software, mobile application or website improvements</p>	<p>2015-2016 No Software or Mobile Applications were made available to families</p>	<p>75% of families have been contacted using software or mobile application</p>	<p>80% of families have been contacted using software or mobile application</p>	<p>85% of families have been contacted using software or mobile application</p>	

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners

Foster Youth

Low Income

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Student Engagement: Design and implement a responsive process that ensures students are engaged in their learning by providing classroom strategies to actively engage students and ensure that their voice is heard with an end of year survey.

Select from New, Modified, or Unchanged for 2018-19

New Action

2018-19 Actions/Services

ICS will have a monthly Assembly to recognize students for the following: Exceptional Scholarship, Exceptional Citizenship, Exuding positive character

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

ICS will have a monthly Assembly to recognize students for the following: Exceptional Scholarship, Exceptional Citizenship, Exuding positive character, Excellent Attendance

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	0	0	0
Budget Reference	Quantum Learning Strategies Encumbered in Goal 2	Quantum Learning Strategies Encumbered in Goal 2	

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Employee Engagement: All staff are engaged in school's activities and commit to the success of all students.

2018-19 Actions/Services

Employee Engagement: All staff are engaged in school's activities and commit to the success of all students.

2019-20 Actions/Services

Employee Engagement: All staff are engaged in school's activities and commit to the success of all students.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	0	0	\$15,000
Source			Title I
Budget Reference	n/a	n/a	5800: Professional/Consulting Services And Operating Expenditures Parent/Teacher workshop Communicating w/each other

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

2017-18 Actions/Services

Utilize a school to home communication software or mobile application to provide notification of key academic performance

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

Utilize a school to home communication software or mobile application. to provide notification of key academic performance

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Utilize a school to home communication software or mobile application. to provide notification of key academic performance

information, supports and resources, interventions, attendance, assignments, etc.
 Enhance Individual School Websites to include parent communication, available supports and resource portals to home.
 Increase Social Media presence by means of Twitter

information, supports and resources, interventions, attendance, assignments, etc.
 Enhance Individual School Websites to include parent communication, available supports and resource portals to home.
 Increase Social Media presence by means of Twitter, Instagram.

information, supports and resources, interventions, attendance, assignments, etc.
 Enhance Individual School Websites to include parent communication, available supports and resource portals to home.
 Increase Social Media presence by means of Twitter, Instagram and Facebook.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$10,000	\$5,000	\$2,000
Source	Base	LCFF	LCFF Base
Budget Reference	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures Report Cards, Webmaster, Messaging	5000-5999: Services And Other Operating Expenditures Report Card, Webmaster, Messaging
Amount	\$328.00	\$328.00	\$328.00
Source	Title III	Title I	Title I
Budget Reference	3000-3999: Employee Benefits	2000-2999: Classified Personnel Salaries Translation	Not Applicable Translation

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

New Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Webmaster to monitor Social Media. Increase presence by means of Twitter, Facebook, etc.

2018-19 Actions/Services

Student Service Director to monitor Social Media. Increase presence by means of Twitter, Facebook, etc.

2019-20 Actions/Services

Student Service Director to monitor Social Media. Increase presence by means of Twitter, Facebook, etc.

Budgeted Expenditures

Year 2017-18

Amount \$4,000

Source Base

Budget Reference 1000-1999: Certificated Personnel Salaries

Year 2018-19

Amount \$53,464.98

Source Base

Budget Reference 2000-2999: Classified Personnel Salaries

Year 2019-20

Amount \$2,000

Source LCFF Base

Budget Reference 2000-2999: Classified Personnel Salaries
Webmaster Stipend- additional hours after regular work time
Board Approved

Amount

\$83,438

Source

LCFF Supplemental and Concentration

Budget Reference

2000-2999: Classified Personnel Salaries
Student Service Director

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action
Unchanged Action

2017-18 Actions/Services

Increase communication between teacher and families. Teachers will contact parents at least once a month. Parent meetings with Admin.

2018-19 Actions/Services

Increase communication between teacher and families. Teachers will contact parents at least once a month via: phone/email/App/text/In person. Parent meetings with Admin

2019-20 Actions/Services

Increase communication between teacher and families. Teachers will contact parents at least once a month via: phone/email/text/App/In Person.
2 Parent Workshops on How to help your child succeed in school
Parent meetings with Admin

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$800	\$0	\$0
Source	Base		
Budget Reference	0000: Unrestricted		
Amount			\$1,100
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries \$200 per workshop/ 2 teachers Refreshments \$200

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds

\$966,239.00

Percentage to Increase or Improve Services

35.88%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

During school year 2019-2020, Schoolwide Supplemental and Concentration funds will support High School and College, Career Readiness, student achievement in English language arts and math, Daily lessons that develops good character, safe and secure environment, parent and community engagement and additional supporting services. With an unduplicated count of 94%, all of the Supplemental and Concentration grant funds are used in a Schoolwide manner, as all actions are directed to serve unduplicated student groups and benefit other students as well.

Goal 1: High School readiness, College and Career readiness

Many of our students come from families where their parents do not know the California High School or College System. We will provide students and parents with the information they need to make decisions in high school that will lead to a college pathway. Our English Learners, Foster Youth/Homeless, Students with Disabilities and Low Income Students may not have visited a college campus or know what is needed to achieve university level entrance, the following actions will increase students preparedness for High School and career pathways:

Action 2. Academic Support Teacher (Grades 6-8): Cost- \$34,941 Supplemental and Concentration Grant funds. The Academic Support Teacher will implement instruction in career goal setting and support students to help ensure that they have skills and information they need to prepare them for high school. All 8th Grade students will leave with an Individual Graduation Plan. This added resource will enable classroom teachers to increase the quality of services for the unduplicated student population. Curriculum and materials will be purchased; Cost - \$2,000 Supplemental and Concentration Grant funds.

Action 4. College Field Trips \$4,000; Educational field trips; \$6,000. Students and their families, in all grade levels, will visit a College or University Campus and study about the courses being offered students will also visit locations and participate in activities that increase their academic learning off campus. \$3,400 (Books and Supplies) Supplemental and Concentration Grant funds.

Goal 2: Student Achievement in English Language Arts and Math

To increase student achievement, Common Core State Standards must be fully implemented. ICS will provide time for teachers to plan units and backwards map the standards, receive professional learning, coaching and modeling of best instructional practices, Collect Data to guide instruction and use differentiation strategies. The following actions are designed to increase student achievement for our unduplicated pupils, specifically English Learners, Students with Disabilities and Foster Youth:

Action 2. Professional Development Hire an Instructional Lead Teacher: Cost- \$90,751 The Instructional Lead Teacher assists teachers during Data Teams, model English Learner lessons, Unit planning and Coaching; Administration Professional development/Mentoring \$52,500; Flex Teachers who will carry on the lessons in the classroom while teachers are released a full day, once a month for Unit Planning, review data, plan lessons, learn new strategies to support EL's \$143,124; Professional Development with Parents/Teacher - Communication - \$15,000; Release K-2 teachers for planning time as this time is not available after school \$8,000. These added resources will enable classroom teachers to increase the quality of services for the unduplicated student population. Supplemental and Concentration Grant funds.

Action 3: Formative and Summative Assessments, Data collection : \$2,000 extra time for teachers to gather data and plan instruction. Collection of Data from formative and summative assessments drive teacher instruction and allows for feedback to students regarding their progress and grade level achievement. These resources will help teachers meet the needs for our unduplicated students. Supplemental and Concentration Grant

Action 4: Increase Technology Computers for students \$25,000; Elmos, projectors, copiers \$10,000 - Supplemental and Concentration Grant funds

Action 5: Integrated Units of Instruction. English Learners make up 63% of Integrity Charter School's student population. The core instructional program provides for daily designated and integrated English language development instruction. Over the past three years teachers have continued to focus on strategies that support English learners. Integrated Units of Study will help improve English language development and reading comprehension in all students. Instructional Lead Teacher will coach and provide planning for all teachers. Books and Materials - \$5,000 - P.E. Instructional Assistant - \$36,387; Books/Supplies Integrated Units \$20,000

Action 6: Instructional Enrichment - Students in need of extra academic support. Academic Support Teachers Grades K-7 - \$235,176; In School Tutoring - \$40,000; After School and In School tutoring \$27,000 After School tutoring(5 teachers) \$12,500.

Goal 3: Students will participate in daily lessons that develop good character.

Integrity Charter School was started with this goal in mind. We have 5 school anchors that drive decisions about what it means to have Integrity; responsible, caring, respectful, courteous and civic minded individuals. Although there are no actions to be budgeted through Supplemental and Concentration Grant, we have a sense of urgency in developing these character traits in our students.

Goal 4: Safe and Secure environment for all staff and students

We must maintain a safe and secure environment for all of our students and staff.

Action 2: Peace Mentor -extra day so that we can have 5 days a week - \$3,500. Materials and supplies for Safe School Ambassadors - \$500 Homeless Youth - \$1,500. It is essential that we ensure that our unduplicated student population is given the skills and strategies necessary to react in a positive way when confronted by a problem. Supplemental and Concentration funds

Goal 5: Community and Family Engagement

Integrity Charter School is committed to a small school setting where we can engage and support our parents and the community.

Action 4: Student Director to monitor social media. Increase presence on Twitter, facebook, etc. \$85,438

Action 6 Parent Workshops, 2 times a year. Parent will be provided the tools they need to support their child at home. \$1,100 - Refreshments and salaries for teachers giving workshop. Supplemental and Concentration fund.

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$904,157.00

35.77%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

During the 2018-2019 school year, Schoolwide Supplemental and Concentration funds supported High School, College and Career Readiness, Standards based Instruction that directs increasing Student Achievement, Professional Development for teachers, Addition of staff to support student learning and social emotional needs, Technology acquisition and implementation and Restorative Practices.

The proportionality percent required for Integrity Charter School is 35.77% of the new LCFF funds that must be spent on increased or improved services to our unduplicated pupils. ICS has an unduplicated count of 95%, therefore, all services are dedicated to serve the unduplicated student group. Increases and improvements to services for unduplicated students include:

Goal 1: Priority 7 Course Access - High School, College and Career readiness

The \$40,215.00 amount of services listed below have been added and will be effective in the services to support student access to a broad course of study. Typically our unduplicated pupils do not have access to this information.

- Upper Grade Academic Support Teacher - \$30,615
- College Field Trips \$6,400
- College awareness materials - \$3,200

Goal 2: Standards based Instruction, Increased Technology, Increased Student Achievement:

The \$414,862 amount of services listed below has been added to Integrity Charter School's instructional program, and represents the improved services to support student learning. Qualitatively, the Instructional Lead Teacher will be utilized to improve teacher practice. The addition of the Academic Support Teachers, In School Tutor and Instructional Support Assistant will benefit our unduplicated student group with in the moment feedback and support. In addition to this, all teachers will participate in a professional learning community weekly and participate in looking at students responses to our teaching with a lesson study every other month, which is principally directed to increasing data driven instruction.

- Instructional Lead Teacher - \$85,000
- Academic Support teacher with structures in place to support unduplicated students (Direct Service) - \$150,662

- Tutoring/Instructional Support Assistant - (Direct Services) - \$40,000
- Professional development - \$15,200
- Consultants/NCUST - \$30,000
- Computers - (Direct Services) \$80,000
- Materials and Supplies, Books, Assessments and Progress monitoring - \$14,000

Goal 3: Character Development

The \$6,500 following actions/services are dedicated to providing our unduplicated students with the Social skills needed to participate in the world around them.

- Community Matters, anti bullying, responsible citizenship and empowering students to do the "right thing" - \$6,500

Goal 4: Safe and Secure Environment:

The \$25,000 following actions/services are dedicated to providing our students with a safe, healthy and engaging environment. They represent a qualitative increase in the amount of knowledge for classroom application of trauma informed practices which is effective in meeting this goal for all students but especially our unduplicated pupils.

- Restorative Practice Peace Builders - \$10,000
- Computer Teacher Monitoring System to keep students safe online - \$15,000

Goal 5: Increase Parent and Community Engagement:

There are no Supplemental/Concentration funds marked for this Goal. The \$7,328 allocated for this goal comes from Base General Fund and serves all students including unduplicated students.

LCAP Year: 2017-18

Estimated Supplemental and Concentration Grant Funds
\$232,731.00

Percentage to Increase or Improve Services
6.97%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

During the 2017-2018 school year, Schoolwide Supplemental and Concentration funds will support High School, College and Career Readiness, Standards based Instruction and Increasing Student Achievement, Technology acquisition, and Restorative Practices. The proportionality percent required for Integrity Charter is 6.97% of the new LCFF funds that must be spent on increased services or improved services to our unduplicated pupils because we have an unduplicated count of 95% all services are dedicated to serve the unduplicated student group. Increases and improvements to services for unduplicated students include:

Goal 1: Priority 7 Course Access - High School, College and Career readiness

The \$78,060 amount of services listed below have been added and will be effective in the services to support student access to a broad course of study. Typically our unduplicated pupils do not have access to this information.

- Academic Coach \$73,060
- College Field Trips \$3,000
- College awareness materials - \$2,000

Goal 2: Standards based Instruction, Increased Technology, Increased Student Achievement:

The \$153,060 amount of services listed below has been added to Integrity Charter School's instructional program, and represents the improved services to support student learning. Qualitatively, the Elective time provides an enrichment program and what the teachers are doing during this elective time did not exist prior to 2014-2015. Included in this time is a 30 minute block -2 times a week- for small group targeted support instruction for our unduplicated pupils which is effective in improving student achievement. In addition to this,

all teachers will participate in a professional learning community with a lesson study for 50 minutes once a week which is principally directed to increasing data driven instruction.

- Enrichment teacher with structures in place to support unduplicated students \$ 73,060
- Tutoring - Direct Services - \$5,000
- Professional development - \$3,000
- Consultants - \$20,000
- Computers - \$30,000
- Materials and Supplies, Books, Assessments and Progress monitoring - \$22,000

Goal 3/Goal 4: Character Development & Safe and Secure Environment:

The \$1,611 following actions/services are dedicated to providing our students with a safe, healthy and engaging environment. They represent a qualitative increase in the amount of knowledge for classroom application of trauma informed practices which is effective in meeting this goal for all students but especially our unduplicated pupils.

- Restorative Practice Professional Development - \$ 1,611

Goal 5: Increase Parent and Community Engagement:

There are not Supplemental/Concentration funds marked for this Goal. The \$14,000 allocated for this goal comes from Base General Fund and serves all students including unduplicated students.

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

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 Education Code (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.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

[Plan Summary](#)

[Annual Update](#)

[Stakeholder Engagement](#)

[Goals, Actions, and Services](#)

[Planned Actions/Services](#)

[Demonstration of Increased or Improved Services for Unduplicated Students](#)

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under EC Section 52064.5.

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:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported 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:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the actual actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

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

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. EC identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. EC requires

charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, EC Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the “Goal #” box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

Planned Actions/Services

For each action/service, the LEA must complete either the section “For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement” or the section “For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement.” The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The “Students to be Served” box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering “All”, “Students with Disabilities”, or “Specific Student Group(s)”. If “Specific Student Group(s)” is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are 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 K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are 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 K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

New/Modified/Unchanged:

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
 - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by EC sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to California Code of Regulations, Title 5 (5 CCR) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the 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).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
 - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
 - b. Mathematics – CCSS for Mathematics
 - c. English Language Development (ELD)
 - d. Career Technical Education
 - e. Health Education Content Standards
 - f. History-Social Science
 - g. Model School Library Standards
 - h. Physical Education Model Content Standards
 - i. Next Generation Science Standards
 - j. Visual and Performing Arts
 - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

- A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

- (a) “Chronic absenteeism rate” shall be calculated as follows:
- (1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:
 - (A) enrolled less than 31 days
 - (B) enrolled at least 31 days but did not attend at least one day
 - (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
 - (i) are enrolled in a Non-Public School
 - (ii) receive instruction through a home or hospital instructional setting
 - (iii) are attending a community college full-time.
 - (2) The number of students who meet the enrollment requirements.
 - (3) Divide (1) by (2).
- (b) “High school dropout rate” shall be calculated as follows:
- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
 - (2) The total number of cohort members.
 - (3) Divide (1) by (2).
- (c) “High school graduation rate” shall be calculated as follows:
- (1) For a 4-Year Cohort Graduation Rate:
 - (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
 - (B) The total number of students in the cohort.
 - (C) Divide (1) by (2).
 - (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
 - (A) The number of students who either graduated as grade 11 students or who earned any of the following:
 - (i) a regular high school diploma
 - (ii) a High School Equivalency Certificate
 - (iii) an adult education diploma
 - (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
 - (B) The number of students in the DASS graduation cohort.
 - (C) Divide (1) by (2).
- (d) “Suspension rate” shall be calculated as follows:
- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
 - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
 - (3) Divide (1) by (2).
- (e) “Expulsion rate” shall be calculated as follows:
- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
 - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to EC Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified?
Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, January 2019

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	2,454,308.98	2,416,111.45	2,105,924.00	2,454,308.98	3,109,072.70	7,669,305.68
	0.00	0.00	0.00	0.00	5,000.00	5,000.00
After School Education and Safety (ASES)	150,000.00	163,800.00	163,800.00	150,000.00	163,800.00	477,600.00
Base	1,604,808.98	0.00	1,538,478.00	1,604,808.98	0.00	3,143,286.98
LCFF	105,960.00	0.00	0.00	105,960.00	0.00	105,960.00
LCFF Base	0.00	1,693,768.98	0.00	0.00	1,889,268.00	1,889,268.00
LCFF Supplemental and Concentration	0.00	451,677.00	0.00	0.00	787,689.00	787,689.00
Lottery	6,300.00	6,300.00	4,260.00	6,300.00	70,900.00	81,460.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Supplemental and Concentration	486,577.00	0.00	292,180.00	486,577.00	0.00	778,757.00
Title I	57,478.00	57,380.47	75,000.00	57,478.00	145,390.70	277,868.70
Title II	16,000.00	16,000.00	12,393.00	16,000.00	17,500.00	45,893.00
Title III	27,185.00	27,185.00	19,813.00	27,185.00	19,525.00	66,523.00
Title IV	0.00	0.00	0.00	0.00	10,000.00	10,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type							
Object Type	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total	
All Expenditure Types	2,454,308.98	2,416,111.45	2,105,924.00	2,454,308.98	3,109,072.70	7,669,305.68	
	150,000.00	0.00	1,412,358.00	150,000.00	5,000.00	1,567,358.00	
0000: Unrestricted	150.00	552.47	950.00	150.00	2,000.00	3,100.00	
0001-0999: Unrestricted: Locally Defined	0.00	0.00	0.00	0.00	1,500.00	1,500.00	
1000-1999: Certificated Personnel Salaries	1,893,881.00	1,885,381.00	563,803.00	1,893,881.00	2,203,767.00	4,661,451.00	
2000-2999: Classified Personnel Salaries	93,792.98	93,792.98	0.00	93,792.98	264,221.00	358,013.98	
3000-3999: Employee Benefits	0.00	0.00	2,328.00	0.00	0.00	2,328.00	
4000-4999: Books And Supplies	161,885.00	67,885.00	68,485.00	161,885.00	115,925.00	346,295.00	
5000-5999: Services And Other Operating Expenditures	94,600.00	243,500.00	28,000.00	94,600.00	242,081.70	364,681.70	
5800: Professional/Consulting Services And Operating Expenditures	60,000.00	45,000.00	30,000.00	60,000.00	157,000.00	247,000.00	
6000-6999: Capital Outlay	0.00	80,000.00	0.00	0.00	60,000.00	60,000.00	
Not Applicable	0.00	0.00	0.00	0.00	57,578.00	57,578.00	

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source								
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total	
All Expenditure Types	All Funding Sources	2,454,308.98	2,416,111.45	2,105,924.00	2,454,308.98	3,109,072.70	7,669,305.68	
		0.00	0.00	0.00	0.00	5,000.00	5,000.00	
	After School Education and Safety (ASES)	150,000.00	0.00	163,800.00	150,000.00	0.00	313,800.00	
	Base	0.00	0.00	1,244,298.00	0.00	0.00	1,244,298.00	
	Lottery	0.00	0.00	4,260.00	0.00	0.00	4,260.00	
0000: Unrestricted	Base	0.00	0.00	950.00	0.00	0.00	950.00	
0000: Unrestricted	LCFF Supplemental and Concentration	0.00	500.00	0.00	0.00	0.00	0.00	
0000: Unrestricted	Title I	150.00	52.47	0.00	150.00	0.00	150.00	
0000: Unrestricted	Title IV	0.00	0.00	0.00	0.00	2,000.00	2,000.00	
0001-0999: Unrestricted: Locally Defined	Base	0.00	0.00	0.00	0.00	0.00	0.00	
0001-0999: Unrestricted: Locally Defined	Lottery	0.00	0.00	0.00	0.00	1,500.00	1,500.00	
0001-0999: Unrestricted: Locally Defined	Supplemental and Concentration	0.00	0.00	0.00	0.00	0.00	0.00	
1000-1999: Certificated Personnel Salaries	After School Education and Safety (ASES)	0.00	0.00	0.00	0.00	2,500.00	2,500.00	
1000-1999: Certificated Personnel Salaries	Base	1,480,344.00	0.00	240,230.00	1,480,344.00	0.00	1,720,574.00	
1000-1999: Certificated Personnel Salaries	LCFF	73,760.00	0.00	0.00	73,760.00	0.00	73,760.00	
1000-1999: Certificated Personnel Salaries	LCFF Base	0.00	1,554,104.00	0.00	0.00	1,754,768.00	1,754,768.00	
1000-1999: Certificated Personnel Salaries	LCFF Supplemental and Concentration	0.00	275,277.00	0.00	0.00	384,468.00	384,468.00	
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	283,777.00	0.00	227,180.00	283,777.00	0.00	510,957.00	
1000-1999: Certificated Personnel Salaries	Title I	45,000.00	45,000.00	70,000.00	45,000.00	54,531.00	169,531.00	
1000-1999: Certificated Personnel Salaries	Title II	0.00	0.00	12,393.00	0.00	0.00	12,393.00	
1000-1999: Certificated Personnel Salaries	Title III	11,000.00	11,000.00	14,000.00	11,000.00	7,500.00	32,500.00	

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
2000-2999: Classified Personnel Salaries	Base	53,464.98	0.00	0.00	53,464.98	0.00	53,464.98
2000-2999: Classified Personnel Salaries	LCFF Base	0.00	53,464.98	0.00	0.00	2,000.00	2,000.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration	0.00	40,000.00	0.00	0.00	262,221.00	262,221.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00
2000-2999: Classified Personnel Salaries	Title I	328.00	328.00	0.00	328.00	0.00	328.00
2000-2999: Classified Personnel Salaries	Title III	0.00	0.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits	Base	0.00	0.00	2,000.00	0.00	0.00	2,000.00
3000-3999: Employee Benefits	Supplemental and Concentration	0.00	0.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits	Title III	0.00	0.00	328.00	0.00	0.00	328.00
4000-4999: Books And Supplies	Base	45,000.00	0.00	23,000.00	45,000.00	0.00	68,000.00
4000-4999: Books And Supplies	LCFF	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00
4000-4999: Books And Supplies	LCFF Base	0.00	50,200.00	0.00	0.00	5,000.00	5,000.00
4000-4999: Books And Supplies	LCFF Supplemental and Concentration	0.00	3,200.00	0.00	0.00	27,500.00	27,500.00
4000-4999: Books And Supplies	Lottery	6,300.00	6,300.00	0.00	6,300.00	69,400.00	75,700.00
4000-4999: Books And Supplies	Supplemental and Concentration	83,200.00	0.00	35,000.00	83,200.00	0.00	118,200.00
4000-4999: Books And Supplies	Title I	12,000.00	0.00	5,000.00	12,000.00	7,000.00	24,000.00
4000-4999: Books And Supplies	Title III	8,185.00	8,185.00	5,485.00	8,185.00	7,025.00	20,695.00
5000-5999: Services And Other Operating Expenditures	After School Education and Safety (ASES)	0.00	163,800.00	0.00	0.00	161,300.00	161,300.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
5000-5999: Services And Other Operating Expenditures	Base	26,000.00	0.00	28,000.00	26,000.00	0.00	54,000.00
5000-5999: Services And Other Operating Expenditures	LCFF	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
5000-5999: Services And Other Operating Expenditures	LCFF Base	0.00	31,000.00	0.00	0.00	33,500.00	33,500.00
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration	0.00	12,700.00	0.00	0.00	13,500.00	13,500.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	24,600.00	0.00	0.00	24,600.00	0.00	24,600.00
5000-5999: Services And Other Operating Expenditures	Title I	0.00	12,000.00	0.00	0.00	11,281.70	11,281.70
5000-5999: Services And Other Operating Expenditures	Title II	16,000.00	16,000.00	0.00	16,000.00	17,500.00	33,500.00
5000-5999: Services And Other Operating Expenditures	Title III	8,000.00	8,000.00	0.00	8,000.00	5,000.00	13,000.00
5800: Professional/Consulting Services And Operating Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF Base	0.00	5,000.00	0.00	0.00	72,000.00	72,000.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF Supplemental and Concentration	0.00	40,000.00	0.00	0.00	65,000.00	65,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
Goal 1	190,365.00	202,867.47	242,010.00	190,365.00	213,391.00	645,766.00
Goal 2	2,135,451.00	2,106,251.00	1,821,175.00	2,135,451.00	2,671,215.70	6,627,841.70
Goal 3	18,700.00	12,200.00	6,611.00	18,700.00	13,600.00	38,911.00
Goal 4	51,000.00	36,000.00	21,000.00	51,000.00	107,000.00	179,000.00
Goal 5	58,792.98	58,792.98	15,128.00	58,792.98	103,866.00	177,786.98

* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources	1,019,766.98			1,019,766.98	3,082,072.70
	150,000.00			150,000.00	5,000.00
After School Education and Safety (ASES)	190,594.98			190,594.98	163,800.00
LCFF Base	100,960.00			100,960.00	1,877,268.00
LCFF Supplemental and Concentration	6,300.00			6,300.00	787,689.00
Lottery	471,577.00			471,577.00	70,900.00
Title I	57,150.00			57,150.00	130,390.70
Title II	16,000.00			16,000.00	17,500.00
Title III	27,185.00			27,185.00	19,525.00
Title IV					10,000.00

Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources	1,488,006.98			1,488,006.98	27,000.00
	0.00			0.00	0.00
LCFF Base	1,467,678.98			1,467,678.98	12,000.00
Title I	5,000.00			5,000.00	15,000.00
	15,000.00			15,000.00	
	328.00			328.00	

Appendix 2:

2020 Learning Continuity And Attendance Plan

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/le/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Integrity Charter School	Dr. Susie Fahey Executive Director	sfahey@integritycharterschool.net 619.336.0808

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

On March 16, 2020, Integrity Charter School physically closed its doors in response to the COVID-19 pandemic. Spring break began for our students on March 23 - April 3, 2020. On April 6, 2020 we transitioned to our distance learning plan. Every child at the school received a Chromebook to take home to accomplish the distance learning tasks. Our emergency distance learning plan continued through the end of the school year on June 4, 2020. The abrupt closures had an immediate impact on families and school staff. The March Stay at Home Executive order resulted in additional needs for meals, instruction, and childcare. In response, ICS established a "Grab and Go" meal service for all students which was given out for the week. Teachers began using Zoom meetings to deliver instruction and working with the San Diego County Office of Education early childhood department, established a list of child care facilities in the area that parents could use. We continued to focus on constant communication with families and staff. Students kept their computers during summer break and all digital educational programs continued for student use during the summer months.

We have provided staff and parents with ongoing updates and guidance from State and local agencies over the past few months. We have worked to prepare for a safe and successful fall reopening that considers current challenges. We are located within San Diego County, a county that was, until recently, on the State watch list due to its high COVID-19 rates. We communicate regularly with the San Diego County Offices of Education and monitor the San Diego County Public Health Department (SDCPHD) health guidelines. The most recent SDCPHD advisory for the operation of schools is dated August 22, 2020. It allows all public, charter, and private schools to hold classes and other school activities if State COVID-19 guidelines are met.

Integrity Charter School is committed to support both the academic and social emotional needs of our students during the pandemic. During this time ICS sent out surveys in able to receive feedback on what families were needing. Most families reported receiving resources that provided food, housing and internet. One of the greatest challenges reported by parents was the conflict with work schedules, lack of childcare and ability to provide learning support for their children. Proficient use of technology was a big barrier for our families. Survey regarding the reopening of our school indicated that families wanted the following: 25% of our families wanted 100% Distance Learning for

their children, 22% - Blended Hybrid Model, and 53% wanted at school attendance for their children. Integrity Charter School has developed a reopening plan for all three models.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Since the spring of 2020, we have kept our stakeholders informed of the fluidity of the COVID-19 pandemic and engaged in assessing needs through a variety of mediums, including surveys administered in April and August 2020. We translated questionnaires used in surveys into appropriate languages and provided translation services during virtual meetings. We made, and continue to make, a concerted effort to inform all stakeholders of opportunities to participate in the development of our Learning Continuity and Attendance Plan, including our August 31, 2020, public hearing.

When communicating with stakeholders, we do not assume they have access to the internet or speak English at home. Or communication strategies include surveys, email, social media, school websites, telephone calls, our school website, regular mail delivery, and text messages. We also identified families who do not speak English at home (based on Language Surveys) and translated communications in a language accessible to them. We want to ensure all stakeholders have opportunities to contribute to our Learning Continuity and Attendance Plan, including proposed actions and expenditures. We encourage verbal and written comments.

We shared a Learning Continuity and Attendance Plan draft with our school's Leadership Team that has a representative from each grade level present.

[A description of the options provided for remote participation in public meetings and public hearings.]

Board meetings, public hearings, and stakeholder input meetings were open to the public via Zoom. All meetings are open, transparent, and accessible to the public. The agenda link is communicated to families and is posted on our school website. Members of the public can submit their comments during the livestream of the Learning Continuity and Attendance Plan public hearing as well as during the board approval meeting. For example, members of the public may call in using a provided number and password. Notice of and the agendas for the public hearing and the board approval meeting are posted at least 72 hours before they occur. We also informed our stakeholders of our public hearing via emails, telephone calls, texts, mail, and our school website. Communications are translated as appropriate. We held our public hearing during a regularly scheduled board meeting on August 31, 2020. The Board is scheduled to formally approve the Learning Continuity and Attendance Plan on September 21, 2020.

[A summary of the feedback provided by specific stakeholder groups.]

We received feedback regarding our Learning Continuity and Attendance Plan from parents and staff. Below is a summary:

Staff - Our staff expressed a need to fully understand the meaning of social justice and how to promote equity amongst all of our students. How do we put practices in place that shows respect and value for one another and create a more inclusive environment.

Teachers- Our teachers expressed a desire to learn research based strategies that support both synchronous and asynchronous learning/teaching in a Distance Learning environment.

Virtual assessments are an area of need expressed by teachers. How to administer and what does the data tell us.

Our teachers expressed concern regarding the interruption and completion of the English Language Proficiency Assessments for California (ELPAC) and its impact on the reclassification of English Learners (ELs)

Parents- Given the increased closure of many community resources our parents expressed a desire to learn more about the affects of trauma on their children and strategies and resources to mitigate their negative impact.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Our stakeholder feedback informed the final version of our Learning Continuity and Attendance Plan in the following manner:

Staff - Our staff expressed a need to fully understand the meaning of social justice and how to promote equity amongst all of our students. How do we put practices in place that show respect and value for one another and create a more inclusive environment. Professional development will be used to help each staff member understand their position and responsibility in creating an equitable environment. Integrity's founding anchors of practicing Respect, Responsible, Courteous, Caring and Civic Mindedness will be influenced through the lense of social justice.

Teachers- Our teachers expressed a desire to learn research based strategies that support both synchronous and asynchronous learning/teaching in a Distance Learning environment. Our expenditures will be allocated to support professional development and tools needed to implement research based instructional strategies in a synchronous and asynchronous setting. Virtual assessments are an area of need expressed by teachers. How to administer and what does the data tell us. All efforts will be dedicated to provide programs or methods for developing and administering virtual assessments. Our teachers expressed concern regarding the interruption and completion of the English Language Proficiency Assessments for California (ELPAC) and its impact on the reclassification of English Learners (ELs). School initiatives for 2020-2021 will include Professional Development and methodology for increasing English Language Learning for our students.

Parents- Given the increased closure of many community resources our parents expressed a desire to learn more about the affects of trauma on their children and strategies and resources to mitigate their negative impact. This suggestion is incorporated in various sections within this plan, including Mental Health and Social and Emotional Well-Being, Pupil Learning Loss Strategies, Supports for Pupils with Unique Needs, and Distance Learning Professional Development. This feedback also informed expenditures related to staff, and parent training focused on implementing trauma-informed practices through in-person and distance learning curriculum.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

IN PERSON INSTRUCTIONAL OFFERING 2020-2021 will occur in Phases

Integrity Charter School will use previous data, parent surveys, teacher's recommendations and current assessment data to identify students at risk of not meeting grade level expectations. These students will be monitored closely and will receive appropriate additional supports through the school's tiered system of supports. Students will be monitored by teachers through weekly progress checks, parent outreach, support provider input and review of formative and summative academic assessments.

The most recent SDCPHD advisory for the operation of schools is dated August 22, 2020. It allows all public, charter, and private schools to hold classes and other school activities if State COVID-19 guidelines are met. While most of our curriculum is being offered through a distance format, we strive to ensure the safety of students and staff, consistent with public health guidance, including hygiene practices, protective equipment, physical distancing, and cleaning and disinfecting when we do implement in-person activities, including mandated assessments.

Phase 1:

At this time we are offering in-person support for our most vulnerable students, those whose families are working, students who are homeless, special education students and students who's families do not speak the English language and those students who do not have internet access or ways of acquiring internet services.

With the help and support of our community partner The Boys and Girls Club of Greater San Diego/National City Branch and our After School Education and Safety Grant we have 48 students attending an in-person help center. Students attend the program 8 a.m. - 5 p.m., Monday through Friday. Program leaders help students attend their Synchronous classes and complete their Asynchronous assignments. Classroom tutor is available to support students during the day. All health and safety guidelines are being followed.

Phase 2:

Students who need support and may not have equitable access to their learning from home and all Kindergarten students. Most students from Phase 1 will transition to Phase 2

1. Distance Learning continues for majority of students by their classroom teacher
2. In-person instruction for vulnerable students – Direct instruction by academic support teachers.
3. Kindergarten classes split in half (Group A/B) to come alternating days

Group A comes full day Monday/Wednesday

Group B comes full day Tuesday/Thursday

4. Special Education students continues to receive Special Education support on line, and some students may receive in person direct instruction with General Education teacher.

Phase 3:

Hybrid Distance Learning Model. Combination of in-person and distance learning instruction. Half of students will be on the school campus, half of the students will participate with Distance Learning, Grade Band Phase-in

1. Group A (vulnerable and bubble) comes to school M/W - distance learning T/Th/F

2. Group B comes to school T/TH distance learning M/W/F

Hybrid instruction will encompass the following in an effort to adhere to the legal mandates prescribed in SB 98 and AB77:

- Teachers will be on campus four days with one virtual collaboration day.
- Daily asynchronous and synchronous instruction and activity time value shall adhere to the daily instructional minutes.
- Daily morning attendance will be taken.
- Teachers will provide for social emotional engagement.
- To the greatest extent possible, teachers will provide in person student to student interaction around academic content and social emotional engagement to maintain school connectedness and provide needed support.

- Weekly Attendance will be monitored by School's Administrators.
- Weekly collaborate between teachers and services providers and implement necessary classroom accommodations to meet the requirements of a student's individualized education program.
- Daily teaching of designated and integrated of English language development will be provided for identified English learners.
- Ongoing School and teacher selected formative and summative assessments will monitor student progress.
- Teachers and support staff will provide necessary academic supports to address the needs of students not performing at grade level.
- Teachers will use standards based instructional resources and materials.

SAFETY AND PHYSICAL DISTANCING

Students will be placed in learning pods to ensure 6-foot social distancing between desks. All students will be required to wear masks at all times in the classroom and while at school. Staff will be provided personalized protective equipment to be utilized during in-person instruction. Each student desk will have a clear carrel privacy shield. Each classroom teacher will have a clear mobile barricade divider. Disinfecting supplies and gloves will be provided to staff.

Phase 4:

Majority in school full day 8AM-3PM Monday-Friday

1. Students who parents feel it is not safe to be at school can continue to work from home in a Distance Learning Model.
2. Special Education Supports are delivered in the classroom during the days that students are in class and on-line with students who are not in the classroom.

Phase 5:

State and Health Officials have declared it safe to return to normal operations

1. All students back to our school site.
2. Special Education Supports are delivered in the classroom.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Providing Vulnerable students with In-person supports in the After School Education and Safety Program. This action provides increasing services to students who really need support and would not be able to participate completely in a Distance Learning Model. ASES \$177,559.00 Sup/Con - \$15,000.00	\$192,559.00	Yes
Personal Protection Equipment CARES	\$20,000.00	No
Disinfecting Materials: Additional materials to support effective, routine disinfection of high-touch surfaces such as spray bottles, disinfectant, paper towels, gloves, goggles, and masks. CARES	\$10,000.00	No
Handwashing Stations: Additional handwashing stations for locations where sink access is insufficient. 5 stations needed CARES	\$3,000.00	No
Hire 3 additional teachers to reduce class sizes CARES	\$270,000.00	

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Full Distance learning – student on full online learning with the potential for some students on campus.

Full Distance learning means instruction in which the student and the teacher are in different locations, and students are learning via online and asynchronous assignments.

- 180 days of instruction (same as typical year
- Live daily synchronous instruction by teacher and “interaction” between students to maintain school connectiveness and social needs.
- Instruction and content are aligned to grade level standards and equivalent to in person instruction.
- Full distance learning may have some potential on campus attendance. On campus attendance may be, but not limited to, the following reasons: special education services, formal testing/assessment, and testing

required by the State.

- Required weekly pickup of instructional resources for students (conducted under the guidance of county health guidance), as well as meals.
- Daily asynchronous and synchronous instruction and activity time value shall adhere to the daily instructional minutes established by CDE.
- Daily live instruction for direct instruction, feedback and progress monitoring substantially equivalent to in-person instruction.
- Daily online instruction to include opportunities for live interaction that engages student to the greatest extent possible.
- Provide daily morning meetings to address social emotional engagement with students to maintain school connectedness and provide needed supports.
- Daily attendance.
- Collaborate with special education personnel and implement necessary classroom accommodations to meet the requirements of a student's individualized education program.
- Daily teaching of designated and integrated of English language development for identified English learners.
- Ongoing teacher and school selected formative and summative assessments to monitor student progress and provide necessary academic and other supports to address the needs of students not performing at grade level.
- Provide instruction using the school's approved standards based instructional resources and materials.

- Deliver instruction in a “virtual classroom” using the school’s choice of learning management system (Google Classroom, Zoom, Seesaw).

We do not attempt to recreate long, traditional school days at home. Instead, we focus on implementing an online instructional delivery method that supports mastery of content that maximized synchronous instructional time with teachers and other students, as well as on-demand or asynchronous approaches. In this way, time on task is viewed as a variable while learning is constant. Considering the effects of COVID-19, our staff collaborate to prioritize learning goals, increased scaffolding/instructional support, and to divide content and standards into manageable chunks through on-demand methods and shorter, targeted synchronous lessons that include trauma-informed practices. These foci are especially important to accelerate the learning of students who are most vulnerable to the negative effects of COVID-19. Further, our curriculum continues with the context of initial diagnostic, formative, interim, and summative assessments to inform our practices and needed adjustments.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

As part of our emergency closure in March of 2020, we began creating questionnaires and held planning meetings intended specifically to identify any needed technology, particularly by English Learners (ELs), those with exceptional learning needs, socioeconomically disadvantaged students, homeless, and foster youth. We have continued administering these questionnaires and holding meetings related to identifying technology needs in August and September 2020. Through surveys and meetings, we have made a concerted effort to identify families with a need for technology devices or access to the internet. Most importantly, each of our students and families meets (virtually during closures) with classroom teachers regularly to focus on academic progress and identify needs, including technology. When we learn of families that lacked access to technology, the classroom teacher will follow through immediately to process an appropriate order. Of course, we make certain to provide families with distance learning packets, including hard copies of the curriculum, while they receive the ordered technology.

We have used appropriate funding sources to provide all families with the technology needed to participate in our curriculum equitably. We have used appropriately our funding sources that provide these extra supports for our ELs, those with exceptional learning needs, socioeconomically disadvantaged students, homeless, and foster youth. We increased our focused parent support to maximize student learning.

High-speed internet access is critical to the smooth operation of our regular curriculum delivery options. Based on survey responses and communications, all families and students have access to the technology necessary to participate in learning effectively, including access to internet. Often, this takes the form of Wi-Fi hotspots. We also attempt to use external resources to help families, including learningequality.org, located in San Diego. Learning Equality focuses on making high-quality education technology available to low-resource communities, including rural communities with an insufficient infrastructure for high-speed internet.

Based on our experience, we have learned that our students need an increased diversity in the hardware used to access our curriculum. For example, SPED, ELs, and Early Learners tend to interact better with a Tablet as compared to regular Chromebooks. The Tablet also

function as touchpads that help with the tactile interface. We are currently ordering Tablets for all of our Kindergarten to Second Grade students. We have also learned that certain learning management systems such as SeeSaw are better applicable to help younger students better access the curriculum. Our Kindergarten - Second Grade students will use the SeeSaw as the platform for Distance learning.

Integrity Charter School distributed devices to nearly 97% of the student population; and, if needed, a hotspot for internet access was also provided for those parents who asked for them. Additionally, each child received basic classroom supplies, asynchronous learning packets, access to digital libraries and a digital format of curriculum programs. In support of devices at home, ICS set up a technology help contact for parents and computer swaps for Chromebooks needing repairs at the school site. To help mitigate academic regression, all students returning in 2020-2021 kept their devices at home during the summer.

We are also vigilant of student privacy (e.g., FERPA and California Student Online Personal Protection Act). We take care not to record or take pictures of virtual meetings (unless prior permission has been granted by the parent) and use passwords to help prevent security breaches such as Zoom bombing. We make a concerted effort to use only technology products that meet privacy compliance concerns.

We elaborate on related professional development in the section below called Distance Learning Professional Development.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Attendance is required and will be officially taken daily at the end of the first learning session to ensure students are engaged. Additionally, teachers will keep records of attendance for all sections during live sessions. Teachers will need to monitor asynchronous time value of assignments to ensure “virtual attendance”. Attendance protocols for online learning to connect with students and families to promote attendance will be provided. Additional factors will apply to attendance:

- Eliminate attendance incentives during the period of COVID-19 to deter students from attending if they are ill.
- Refer students who have missed 3 days or 60% of the week (time value and live instruction) to site administration.
- Students impacted by COVID-19 will be excused from attending school and not penalized for missed attendance or missed school work.

Assessing Pupil Progress with Instruction:

During distance learning, ICS is offering a structure of instruction that is comparable to that of in-person instruction. In adherence to AB77/SB98, ICS will monitor instructional minutes and engagement in the following ways:

- Using teacher created scheduling
- Completed student assignments
- What materials students are accessing
- Which standards and performance progress of standards students are working on

- Attendance during asynchronous work sessions is monitored by completion of assignments.

Monitoring Pupil Synchronous Instructional Minutes

- Teachers will be able to take attendance during each live synchronous session easily and efficiently. Teachers will be able to note attendance reflections/behaviors in the comments section to document any attendance issues. A weekly attendance report will be conducted throughout the distance learning model implementation.
- Teachers will report to site administrators any absenteeism concerns and early intervention communication and outreach will be initiated to ensure attendance in compliance with Compulsory Education.

We measure student engagement through regular meetings with families (minimum of every 30 days) and students, weekly 10-15 minute check-in meetings, office hours via telephone or internet, participation in scheduled live synchronous sessions, participation in diagnostic assessments, interim assessments, formative assessments, and the completion of assignments.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Professional development will be provided virtually both at the start of the year and throughout the academic school year to support teachers. Our leadership team and our Instructional Coach will deliver the professional development. The Instructional Coach will hold daily office hours to be able to answer in the moment questions from teachers. The following list outlines some of the trainings that will be offered:

- District learning management system - Zoom, SeeSaw
- Digital software and curriculum
- ELD (Benchmark and Roadmap)
- Pedagogy in a distance learning environment
- Assessment in virtual settings
- Social Emotional Supports

Collaboration

Teacher collaboration will continue to ensure continuity of learning no matter the instructional model. Teachers will have a monthly collaboration time. During this time they will look at data and create next steps for their students.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Due to the unique circumstances presented by COVID-19, staff may have to be assigned duties that are not reasonably related to their regular duties, as authorized by Education Code section 45110. Such out-of-job description responsibilities may include duties necessary for the School to ensure compliance with CDPH guidelines, such as cleaning surfaces and administering wellness checks.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

English learners

We provide leveled designated ELD classes daily. Our Instruction and Curriculum Director, alongside the classroom teacher, monitors student progress. Additionally, we integrate English language development in and through subject matter courses. Further, our virtual curriculum options (E.g., Lucy Calkins Units of Study, BrainPop, Houghton Mifflin, etc.) facilitate embedded ELD instructional support, including built-in accommodations, parent portals, instructional videos, hands-on activities, performance tasks, and progress monitoring. However, given the anticipated learning loss caused by COVID-19, we are increasing the professional staff learning related to in lesson supports to accelerate learning for ELs. For example, we will emphasize the increased use of a range of information systems, such as graphic organizers, diagrams, videos, or other media to provide comprehensible input and contextualize content. Similarly, we will focus on providing improved language models-such as sentence frames and starters. Teachers will continue to use strategies and frameworks from GLAD.

Our core instructional program is based on the principles of a balanced approach to learning. Giving students time to see the concept modeled, given time to practice with guidance and then released for independent work advances the students language ability. This instructional program supports all students.

Pupils with exceptional needs

Our core program implements California's multi-tiered system of support framework (MTSS), an inclusive model for meeting the needs of all students, including those with exceptional needs. Essentially, MTSS is a whole-school, data-driven, prevention-based framework through which we provide a continuum of supports to address varying student needs. We combine our MTSS approach with regular monitoring of academic and behavioral indicators, and tailored differentiated support for all students. In this model, Tier 1 supports are universal and available to all and is intended to meet the needs of approximately 80 to 90% of students. When our universal supports are insufficient to address individual academic or behavioral needs, we administer tier 2 or additional supports individually and in small groups. This year, our tier 2 supports will include virtual small group support from Academic Support personnel. These supports are short term and deployed rapidly to address issues as they arise for approximately 5-10% of students. However, there approximately 1-5% of our students require additional focused tier 3 supports. These supports are intensive and often are longer-term. Despite COVID-19, we have not experienced any student disengaging for ten instructional days or longer necessitating the crafting of specific distance learning plans within a student's individualized education program, or IEP.

Pupils who are experiencing homelessness and those in foster care

Many of our students are experiencing a negative impact due to COVID-19. As an example, we are noticing a higher transiency rate among our families. An increased number of students are experiencing homelessness (including doubling up with another family) as a direct result

of COVID-19. As an example, several parents/guardians have lost their jobs and have moved in with another family to help make ends meets. To increase our support for students experiencing homelessness, and those in foster care, we are:

1. Strategically planning for and implementing a time during the instructional day to learn more about students and to listen to their concerns and needs. E.g., Community circles during class (online). Many upper grade students still struggle to find a caring adult in school. Checking in regularly, both formally and informally can give young people the space to share their interests, provide feedback on lessons, and open up about what might be affecting their ability to learn. This helps to normalize student struggles and to increase resiliency
2. Focusing on maintaining a personalized relationship with students and families. The impact of the pandemic and societal unrest increases student concerns about their families' safety and emotional wellbeing. We strive to establish meaningful relationships with families to mitigate the adverse effects of the pandemic and unrest by helping to establish a safe and supportive environment for learning. We do this by using CLASS DOJO almost everyday, weekly progress reports and keeping our school's website up to date with information for families.
4. Maximize instructional flexibility and support. Students in foster care or experiencing homelessness may be unable to attend each real-time class or meet a project deadline. We are aware of the need for increased flexibility and will work with students and parents/guardians to avoid any unnecessary academic penalty related to matters beyond their normal control.
5. Increased outreach and coordination with community resources. Given the impact of the pandemic, we are simply unable to meet every student's need without coordinating with community resources including county and state agencies.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Professional Development Resource: 0981107 Professional learning for staff on research based strategies to support Distance learning instruction Digital software and curriculum	\$15,000.00	Yes
Our teachers expressed a desire to learn how to use Virtual assessments are an area of need expressed by teachers. Professional Development for teachers to learn how to administer virtual assessments and what evaluate what the data tell us in a virtual setting. CARES	\$1,000.00	Yes
Our teachers expressed concern regarding the interruption and completion of the English Language Proficiency Assessments for California (ELPAC) and its impact on the reclassification of English Learners (ELs). Professional development on the ELD Roadmap, and language development strategies, GLAD Virtual training Professional Development Resource: Title III	\$5,000.00	Yes

Description	Total Funds	Contributing
Additional devices, including Chromebooks for English learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs Supplemental/ Concentration	\$45,000.00	Yes
Additional connectivity, including hotspots, modems, and routers for English learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs CARES	\$12,000.00	Yes
Costs associated with virtual office, cell phone service and office equipment CARES	\$5,000.00	No
School Learning management systems Zoom, SeeSaw Supplemental/Concentration	\$10,000.00	Yes
Technology support for repair of chromebooks and tablets 0981206	\$10,000.00	No

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

In response to Governor Newsom's Executive Order N-33-20, we stopped our normal school operations from March through June of 2020. Also, in March 2020, the Governor suspended the California Assessment of Student Performance and Progress (CAASPP) and English Language Proficiency Assessments for California (ELPAC). Our students were unable to complete their ELPACs, and many did not complete our STAR360 interim assessment cycle. The validity of spring 2020 interim assessment results for those students who did participate is uncertain given the impact of the pandemic on our families, including trauma experienced by students. Additionally, in late March 2020, the U.S. Department of Education approved California's waiver of the Every Student Succeeds Act (ESSA) assessment and accountability requirements for the 2019–20 school year. Consequently, the California Department of Education did not report Dashboard results for the 2019–20 school year.

The foundation of our plan to mitigate learning loss and accelerate learning is the infusion of trauma-informed practices into the curriculum. This year, the core of our instruction is responding to the cultural, social, and emotional needs of students. Accelerated learning will not occur if instructional practices leave students feeling displaced, invisible, or unsafe. Beyond that, we will rely on a variety of initial assessments to determine the extent of each student's learning loss carried over from the 19-20 school year. As stated, there are no standardized test results or valid interim test results for the 19-20 school year to base on curriculum decisions. However, we are also aware of the limitations of diagnostic assessments in that they are grade-level based. We will use commercial diagnostic assessments (STAR360) and the State CAASPP Interim Assessments to gauge academic levels. We will administer the STAR360 diagnostic at the beginning of the school year, again at the end of semester 2 and a third time toward the end of semester 3. We will administer the State CAASPP Interim Assessment Blocks for ELA and Math at the beginning of semester 2. Benchmark assessments for each grade level will be given at the beginning of the year, middle of the school year and at the end of the school year. We plan to analyze the results of our diagnostic and interim assessments to formulate a general understanding of how students are progressing toward understanding State content standards. The results of these assessments may influence our grades year long plans. We also ensure students and families have access to adequate technology to participate in assessments.

We are doing our best to administer Initial ELPAC within 30 days and are aware of a possible 45-day extension (not official). The county health regulations render it challenging to administer the Initial ELPAC to a student within 30 days. If a student is unable to complete the Initial ELPAC within 30 days, we use the results of the Home Language Survey to identify presumptive English learner students and notify their parents/guardians that English language development courses and resources until such time that the county health department deems it safe to administer the Initial ELPAC in-person/co-located or remotely.

In addition to diagnostic and interim assessments, we will rely heavily on formative assessments to formulate additional details of student learning proficiencies. Ideally, formative assessments occur during each lesson. More than ever, formative assessments are vital. Formative assessments are not tests in the conventional sense. They do not look like a traditional quiz or final examination. A formative assessment refers to a teacher's evaluation of student proficiency during a lesson. This type of evaluation takes on a variety of methods whereby the teacher observes and processes evidence of learning, including asking guiding and probing questions, observing students during student to

student discussions, etc. In this manner, a teacher may also take into account student's English language proficiency and make immediate adjustments.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

As stated in the previous section, the foundation of our learning loss mitigation strategies is the infusion of trauma-informed practices into the curriculum. Accelerated learning will not occur if instructional practices leave students feeling displaced, invisible, or unsafe, particularly students who live in an environment that directly exposes them to the effects of the pandemic and societal unrest. Specifically, English learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs are likely to experience an exacerbation of previous achievement gaps. We cannot reasonably expect a student to be able to focus on her math class if her father lost his job as a result of COVID-19. Similarly, a student whose family is unable to pay the rent may be preoccupied with their living conditions precluding the ability to focus on school. Simply put, students cannot focus on their formal education, let alone making up for lost learning if their basic needs are not met. Each class will begin their day with a Community Circle so that students can share their feelings about the day and be heard.

After making sure to address student social-emotional needs, our teachers will focus on implementing authentic formative assessments and implementing research-proven instructional support (commonly referred to as scaffolds in education) during lessons to bridge the gap between unfinished learning and new learning. Lost learning (or learning loss) includes not just the skills students need to access grade-level material, but content knowledge itself. Our approach is different than remediation, it is focused on what students should have learned during the previous year in isolation of this year's curriculum. Cognitive science informs us that learning is not linear. Further, learning loss has exacerbated past learning deficiencies. Isolating and frontloading remediation leads to further loss of expected learning because students with previous proficiency gaps may never have an opportunity to focus on this year's curriculum, remaining trapped in a cycle of below-grade level work. This approach is similar to isolating English learners while they learn English before integrating them into the core classes to learn English and content simultaneously.

Thus, the crux of our learning loss mitigation strategies focuses on filling the most critical gaps, not in isolation, but at the moment they are needed in this year's curriculum. Our strategy focuses on acceleration of learning and is based on the principles of interleaving, spaced practice, and retrieval practice (independent), all evidence-based strategies that help students learn more efficiently and retain information longer. To accelerate learning, we are focused on identifying what unfinished learning needs to be addressed, grade level teams met to discuss ending units of study and standards that were taught. This includes identifying the content knowledge and skills students may struggle with in their current grade level and filling these gaps when it is necessary during the curriculum. To do this, we will look at the grade level standards and identify essential standards that each grade level will cover.

Next, we will modify our year long plans/pacing guidance for each subject area and grade level to reflect our revised learning priorities. Accelerated learning requires students to consistently receive grade-level materials, tasks, and assignments, along with timely supports (or scaffolds) that make the work accessible. The following are some examples of scaffolding or instructional support for literacy: using text sets (Teachers College) and systematically order them from less to more complex, by topic, to build students' background knowledge; using varying strategies before reading a text, during the initial reading and subsequent readings, and after reading to support all students in comprehending a complex text; building vocabulary with a focus on words that are key to text comprehension; and in addition to grade-level appropriate texts, include time for differentiated support for individual or small groups of students depending on their needs. In math, we find the Understand-Diagnose-Take Action cycle to provide appropriate scaffolding or instructional supports. Understand refers to teachers understanding the revised learning priorities for this year, including prerequisite skills students need to access grade-level content. Diagnosing refers to having an accurate understanding of where individual students stand in relation to the revised learning priorities. To do this, teachers engage in ample formative assessments and review the results of diagnostic and interim assessments. Take Action refers to planning for and appropriately implementing needed supports/scaffolds during a lesson.

Our instructional supports includes maximizing the variety of modalities in which we teach content, skills, concepts, and by which we allow students to express their comprehension. We do not all learn in the same way, let alone express our understanding of a new skill. Some students need visual representations, while others need to experience a skill. In the same, way depending on a student's preference or even ability, they may express their comprehension better if allowed to do it in a variety of ways, including comics, podcasts, short videos, voice-to-text dictation, etc. Further, we stress combining this multi-modality approach by delivering information in manageable chunks.

Further, our academic supports are part of our overall school support structure, commonly known as Multi-Tiered System of Support (MTSS). We supplement our learning loss strategies with our MTSS to make certain each student receives appropriate support. For example, students with exceptional learning or emotional needs may not have their individual needs met through universal supports. In this case, we carefully review their academic progress and provide appropriate support. Additionally, new State law requires districts to craft specific distance learning plans for all students with an Individual Education Plan (IEP) if a closure for ten days or more materially decreases a student's average daily attendance. Thus far, none of our students with an IEP have manifested a significant decline in their attendance. However, we will make certain to comply with State law should it become applicable.

For students learning English, we take care to continue facilitating structured opportunities to practice English with classmates and teachers. Additionally, our learning supports/scaffolding focuses on the increasing use of a range of information systems, such as graphic organizers, diagrams, videos, or other media to provide comprehensible input and contextualize content. Similarly, we will focus on providing improved language models-such as sentence frames and starters. Additionally, specialized support will be provided for English learners and students with disabilities. Daily designated English Language Development lessons will be given.

For students living in an impoverished environment, experiencing homeless, or living in foster care, the effects of COVID-19 can be pervasive. As stated, the foundation of our strategies to help mitigate learning loss for these students is based on trauma-informed practices and our MTSS. Our MTSS approach will allow us to identify individual needs, regardless of circumstances, while our trauma-informed practices allow us to address the effects of the pandemic, across various student demographics. For example, we will:

1. Maximize instructional flexibility and support. Students in foster care, experiencing homelessness, or struggling with poverty may be unable to attend each real-time class or meet a project deadline.

- We are aware of the need for increased flexibility and will work with students and parents/guardians to avoid any unnecessary academic penalty related to matters beyond their normal control.
2. Increase outreach and coordination with community resources. Given the impact of the pandemic, we are simply unable to meet every student's need without coordinating with community resources, including county and state agencies.
 3. Include student voices, explore societal events, normalize struggles, and listen to one another to increase student agency. This approach is critical because students in foster care, experiencing homelessness, or struggling with poverty often feel a loss of control that will care over into the classroom. Students who feel they have no control in school, in addition to their home environment, are likely to disengage.
 4. Given the likely shorter attention spans caused by concerns related to the pandemic, distractions at home, unfamiliarity with technology platforms, and learning loss frustration, we will also implement instruction into shorter, manageable chunks.

Teachers will be provided professional learning opportunities on strategies that support pupil learning loss. Additionally, our Instructional Coach will provide targeted coaching to teachers on distance learning and for a hybrid instructional model.

Additional support staff will collaborate with the classroom teacher to increase student academic performance. Academic Support Teachers will continue to serve students with literacy and mathematical needs in targeted small groups. Special Education staff and Regular Classroom teachers meet weekly to collaborate and ensure services are being delivered and adjusted to meet students with IEP needs.

Instructional Tutors will provide instructional support tutoring services for direct student services under the guidance of the classroom teacher. Tutors will work with small groups to provide feedback and support with asynchronous and synchronous assignments and follow up to direct teacher instruction. The focus will be on remediating skills and providing personalized learning support to ensure equitable access to grade level content.

During the 2020-2021 school year, our Elementary After School Education & Safety Program-(ASES) will be used to mitigate learning loss. Schools have been given flexibility in changing some of the parameters of the grant, Integrity will align services with our community partner, who leads our ASES program, in providing direct tutoring services for students during the school day. 48 of our most vulnerable students will receive daily support during Distance Learning and in an Hybrid Learning Model. Integrity Charter School will provide professional development to all ASES staff on digital platforms, pertinent software, mentoring and tutoring strategies.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

ICS will measure the effectiveness of the services provided through multiple measures:

- School benchmark assessments with STAR 360 (math/reading) diagnostic, Curriculum benchmark Assessments, CAASPP Interim Assessment Block and Running Records will be analyzed for all students and targeted to formulate a general understanding of how students are progressing toward understanding State content standards.
- Administer the summative ELPAC
- Teacher formative and summative assessment data
- Leveled Reading Assessment - Beginning of the year and End of the year
- Response to intervention data provided in six-week intervals

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Head sets and cases for Tablets - Supp/Con	\$5,000.00	No
Salary expenditures associated with staff training related to formative assessments and refining year long plans/ identifying essential standards	\$2,000.00	Yes
Hire 4 instructional tutors to provide support for students experiencing learning loss	\$100,000.00	Yes
Instructional Tutors - before and after school for students who are in need of extra support Sup/Con	\$3,000.00	Yes
Instructional Materials Sup/Con	\$5,000.00	Yes
Academic Support Teachers 3 teachers who support each classroom - Sup/Con	\$235,000.00	Yes
Software - Sup/Con	\$10,000.00	Yes

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

To mitigate the negative effects of the pandemic, we will implement tiered trauma-informed practices per our MTSS. Unlike previous years, we will implement trauma-informed practices as universal or tier one supports this year. Generally speaking, trauma-informed practices are strategies or practices that help students regulate emotions, build resilience, and overcome the impact of trauma/stress. Our trauma-informed practices are based on the Collaborative for Academic, Social, and Emotional Learning or CASEL Framework. The framework is composed of five components: Self-awareness: The ability to accurately recognize one's emotions and thoughts and their influence on behavior. This includes accurately assessing one's strengths and limitations and possessing a well-grounded sense of confidence and optimism. Self-management: The ability to regulate one's emotions, thoughts, and behaviors effectively in different situations. This includes managing stress, controlling impulses, motivating oneself, and setting and working toward achieving personal and academic goals. Social awareness: The ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports. Relationship skills: The ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. This includes communicating clearly, listening actively, cooperating, resisting inappropriate social pressure, negotiating conflict constructively, and seeking and offering help when needed. Responsible decision-making: The ability to make constructive and respectful choices about personal behavior and social interactions based on consideration of ethical standards, safety concerns, social norms, the realistic evaluation of consequences of various actions, and the well-being of self and others. (<https://casel.org>).

Our first tier of trauma-informed supports includes maintaining school connection by providing needed educational resources and maintaining connections online and through telephone calls. We want to make sure students continue to feel connected and supported by our school. As an example, staff recently created a video about how much we miss our students and families and sent it to all of our families. We offer regular 10-15 minute check-in meetings and office hours via telephone or internet to gauge the current social-emotional state of students. Mental health and wellness resources will be provided on the school's website and in communications with families (newsletters, emails, texts, all call messages, etc.).

Tier 1 supports intentionally create learning environments that validate student participation and voice, respect diverse views and opinions, promote respectful language and action, and create a sense of community. Learning will not occur until the primary needs of all learners, including feeling safe, is established. Thus, we try to begin distance-based classes with a community-building activity that offers students opportunities to share personal information, including their interests or concerns, difficulties focusing on schoolwork. Unlike an in-person classroom setting, we consider the best use of synchronous and asynchronous approaches when planning lessons for distance learning.

Within asynchronous tasks or resources, we include a personalized message or words of encouragement. We also will use asynchronous methods to differentiate instruction according to student ability levels and learning styles. For example, many web-based programs infuse algorithms to automatically adjust the starting point or pace of a learning task. Targeted animations, videos, or other media delivered asynchronously also provide a critical context of an abstract concept and allow students to review as often as needed and at their optimal pace. Within synchronous online tasks, we make certain to include student voices, their experiences, increase instructional level decisions, explore societal events, normalize struggles, and listen to one another. As an example, Zoom offers online virtual meeting platforms wherein students can break out into smaller groups allowing teachers to check in with each group. However, given the likely shorter attention spans caused by concerns related to the pandemic, and learning loss frustration, our learning objectives are narrower in focus and broken into smaller chunks. We expect our tier 1 supports will meet the needs of approximately 80 to 90% of our students.

Our second tier of supports includes educating staff and families about the signs and symptoms of trauma in students, including changes in behavior, unexplained headaches or body pain, irritation, and depression. We also will train staff and families in strategies to address signs and symptoms of trauma, including listening attentively, modeling behavior, teaching the physiological effects of stress, and providing a sense of protection. For example, our teachers may model problem-solving and flexibility in the face of new daily schedules. Staff and parents complete the trauma-informed practice training online. We anticipate approximately 5-10% of students will require tier 2 or additional supports in individual or small groups settings. These supports are short term and deployed rapidly to address issues as they arise. For example, students in foster care, experiencing homelessness, or struggling with poverty may be unable to focus on school despite our tier 1 supports. In these cases, our staff will reach out to families and schedule a meeting to explore appropriate supports. Parents play a critical role in helping us identify issues and helping customize supports.

We anticipate that approximately 1-5% of our students will require additional individual supports beyond those outlined in tiers 1 and 2. Tier 3 supports are intensive and often are longer-term and involve outreach to and coordination with community resources. Given the impact of the pandemic, we are simply unable to meet every student's need without coordinating with community resources including county and state agencies.

Pupil and Family Engagement and Outreach

A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English,

when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Attendance and engagement in school are very important parts to Integrity Charter Schools mission. Our guidelines for attendance and engagement is based on the recommendations and guidance from federal, state and county Public Health and Education Offices as well as the requirements outlined in Assembly Bill 77 and Senate Bill 98. Using ICS ReOpen Plan, which outlines the processes that our school will use when we return to school- in person or virtually, ICS has outlined its engagement and attendance procedures to support students, families and staff.

We are aware that COVID-19 may influence many of our students to disengage and create a challenge for monitoring attendance. Monitoring attendance is vital to help ensure student learning and account for student wellbeing during a pandemic across any instructional model. Our plan reflects positive strategies for encouraging student engagement, with a focus on how to best center in relationships in a virtual setting. We incorporate trauma-informed practices into our regular meetings with students and parents, including social-emotional check-ins and maintaining strong personalized relationships. Through these meetings, we will be able to quickly discern student disengagement, particularly for those who are disengaged for 60% (3 days) of the time.

Student engagement is measured through regular meetings with families and students, weekly 10-15 minute check-in meetings, office hours via telephone or internet, participation in scheduled live synchronous sessions, participation in diagnostic and interim assessments, formative assessments, and completion of assignments as documented in our student information system (Synergy). Our daily engagement records are monitored closely by the classroom teacher. When we notice a student begins to disengage, physically and emotionally, we first speak with his/her parents/guardians. Depending on what we learn during this meeting, we will provide additional supports to meet student needs. As an example, if a student disengages because she needs other emotional support/counseling, we will work with a family to provide resources for the need. There are times when students will need even more supports, including referrals to outside services. When this occurs, we collaborate with the family to explore options and facilitate referrals.

Any time staff communicates with families, documentation is taken. Weekly progress reports are given orally to the parent for any child who might need extra support in the area of Attendance, Assignment completion or Behavior. Parents are encouraged to call in any absences on all assigned school day. Teachers document attendance for each of their synchronous lessons and records completed assignments. When a child is in need of support Administrators and Student Support staff will provide tiered interventions when necessary.

All families have CLASS DOJO accounts and communicate with classroom teachers daily if needed. Parents also have an account in our student information system where they can access students grades and work completion using ParentVue. Integrity uses social media, BrightArrow automated message dialer and the school's website to keep families informed of school activities and resources.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Integrity Charter School participates in the National School Lunch Program (NSLP), Summer Food Service Program (SFS) and the School Breakfast California Department of Education. (SBP) . Each program requires strict dietary and nutritional adequate meals for all pupils, including those students who are eligible for free or reduced-priced meals.

All students who are enrolled for Distance Learning full time will be able to come to the school, one time each week, to pick up their healthy meals. The students will receive packages containing five days of breakfasts, lunches, and healthy snacks to be taken home with them. The packages will contain all required meal components. Included on the school's website will be instructions on heating and storage of foods and nutritional information for the parents. Milk coolers and insulated carts on wheels will be used to distribute the meals.

Students enrolled in the hybrid learning will have a combination for meals to be consumed on campus, and meals to be taken home. When on campus, students will be able to get a nutritious breakfast in their classrooms. At lunch, students will be served healthy lunch meals in their classroom at their desks. Lunches will be delivered to each classroom. On the days the students are not in school they will receive grab and go meals for the week (as described in the Distance Learning)

Meals distributed will be tracked daily and outreach calls will be conducted for meals not obtained by qualifying students to address any needs families might have that is preventing them from receiving the meals.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
Distance Learning Program (Continuity of Instruction)	Provide stipends to teachers for engaging in professional learning opportunities outside their workday to improve skills necessary for distance learning and hybrid in-person instruction	\$5,000.00	Yes

Section	Description	Total Funds	Contributing
School Nutrition	Additional Supervision Aides for in the classroom meal service	\$10,000.00	No
In-Person Instructional Offerings	Additional pay for staff involved in creating and implementing Reopening Plan	\$10,000.00	No

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

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
35.66%	\$1,025,540.00

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

English learners, students living in poverty, and students placed in foster care, are more vulnerable to the effects of the pandemic, societal unrest, and learning loss so that it exacerbates previous achievement gaps. As such, we considered the unique needs of unduplicated groups throughout this plan. The actions we are implementing to support our unduplicated students to accelerate learning are based on evidence-based research. For example, our trauma-informed practices are based on the CASEL framework. Our English Language Arts program is based on Teachers College Reading and Writing Project approach to literacy instruction where the research shows that kids need to read a lot of texts, with high comprehension in order to move up levels of text complexity.

We provide leveled designated ELD classes daily. Our Testing and Curriculum Director, alongside the classroom teacher, monitors student progress. Additionally, we integrate English language development in and through subject matter courses. Further, our virtual curriculum options (E.g., Lucy Calkins Units of Study, BrainPop, Houghton Mifflin, etc.) facilitate embedded ELD instructional support, including built-in accommodations, parent portals, instructional videos, hands-on activities, performance tasks, and progress monitoring. However, given the anticipated learning loss caused by COVID-19, we are increasing the professional staff learning related to in lesson supports to accelerate learning for ELs. For example, we will emphasize the increased use of information systems, such as graphic organizers, diagrams, videos, or other media to provide comprehensible input and contextualize content. Similarly, we will focus on providing improved language models such as sentence frames and starters. Teachers will continue to use strategies and frameworks from GLAD.

Our core instructional program is based on the principles of a balanced approach to learning. Giving students time to see the concept modeled, given time to practice with guidance and then released for independent work which advances the students academic and language ability. This instructional program supports all students.

During school year 2020-2021, Schoolwide Supplemental and Concentration funds will support High School and College, Career Readiness, student achievement in English language arts and math, Daily lessons that develops good character, safe and secure environment, parent and community engagement and additional supporting services will be provided to our foster youth, English Learners and low-income students. With an unduplicated count of 94%, all of the Supplemental and Concentration grant funds are used in a Schoolwide manner, as all actions are directed to serve unduplicated student groups and benefit other students as well. The goal remains for all English learners to achieve the same grade level standards that are expected for all students.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The actions/services intended to increase the quantity and improve the quality of support for English learners, students living in poverty, and students placed in foster care are summarized below according to respective sections:

Continuity of Learning

- staff and parent training related trauma-informed practices
- access to community resources.

Distance Learning-

- staff and parent training on platforms, strategies and scheduling for Distance Learning
- diagnostic and interim assessments
- additional devices to access the distance-learning curriculum
- expenditures associated with ensuring access to the high-speed internet, including hot-spots

- online learning resources

* Coaching on monitoring student progress

* English Language Development - California English Language Development Standards,

Learning Loss

- Instruction and Curriculum Director alongside the Instructional Coach will help maximize our MTSS, including analysis of interim assessment results and coordination with community resources/entities
- staff training related to our MTSS
- staff and parent training related to our English Language Development program
- staff training related to formative assessments, instructional supports, and the refinement of our Year long Plans-as explained in the Learning Loss section, these strategies are critical to accelerating learning.

Appendix 3:

Assessment
Report

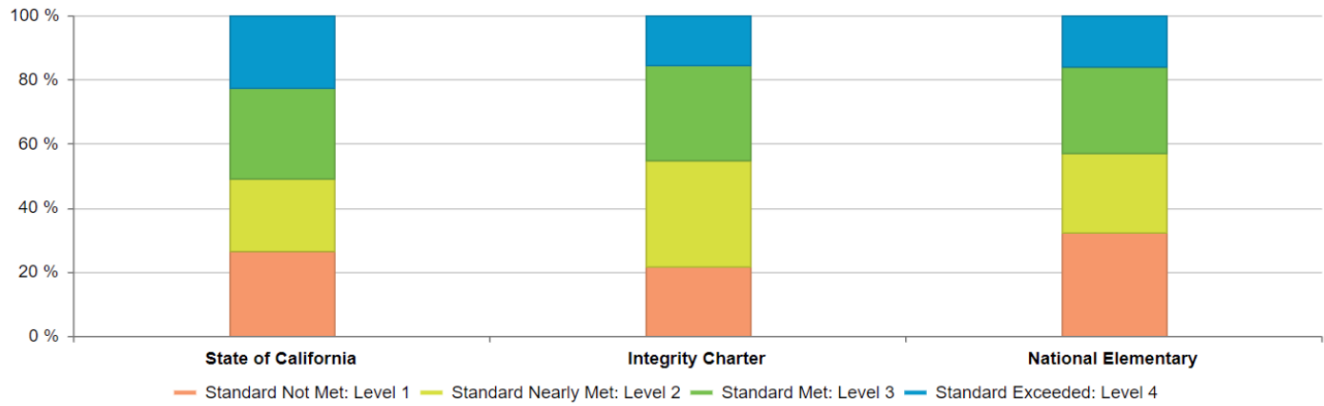
APPENDIX 3 ASSESSMENT REPORT

CAASPP Comparison Scores

English Language Arts/Literacy Overall Achievement - All Grades 2019

ENGLISH LANGUAGE ARTS/LITERACY

2018–19 Achievement Level Distribution - All Grades



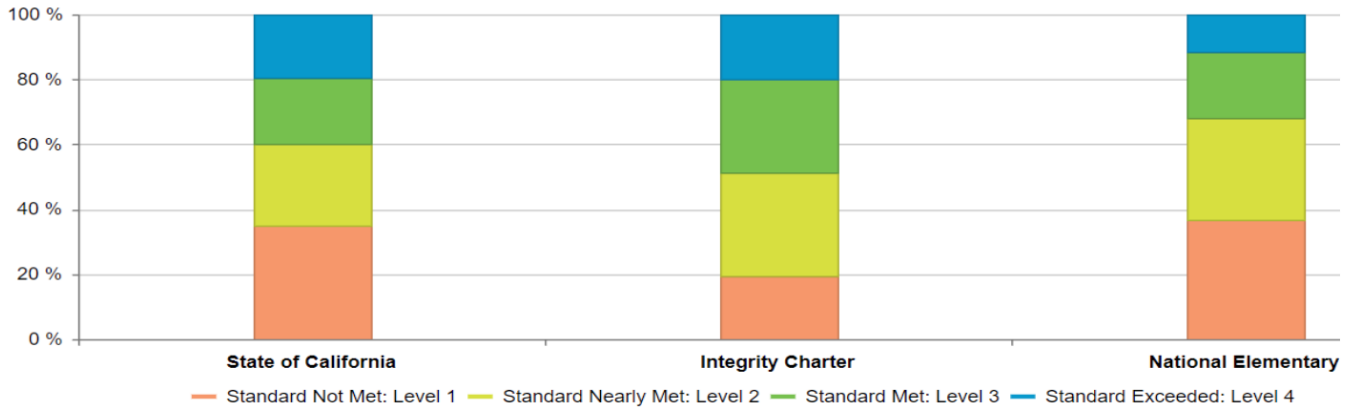
Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
■ Standard Exceeded: Level 4 ⓘ	22.48 %	15.49 %	15.99 %
■ Standard Met: Level 3 ⓘ	28.62 %	29.58 %	27.09 %
■ Standard Nearly Met: Level 2 ⓘ	22.28 %	33.33 %	24.43 %
■ Standard Not Met: Level 1 ⓘ	26.63 %	21.60 %	32.49 %

Mathematics Overall Achievement - All Grades 2019

MATHEMATICS

2018–19 Achievement Level Distribution - All Grades



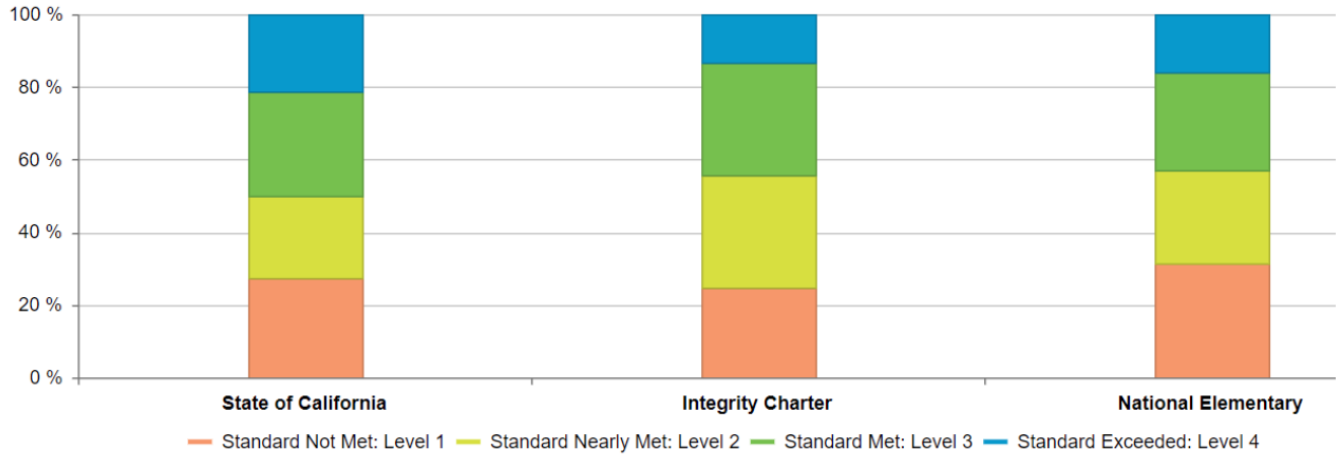
Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
■ Standard Exceeded: Level 4 ⁽¹⁾	19.69 %	19.81 %	11.56 %
■ Standard Met: Level 3 ⁽¹⁾	20.04 %	28.77 %	20.48 %
■ Standard Nearly Met: Level 2 ⁽¹⁾	25.41 %	32.08 %	31.42 %
■ Standard Not Met: Level 1 ⁽¹⁾	34.86 %	19.34 %	36.55 %

English Language Arts/Literacy Overall Achievement - All Grades 2018

ENGLISH LANGUAGE ARTS/LITERACY

2017–18 Achievement Level Distribution - All Grades



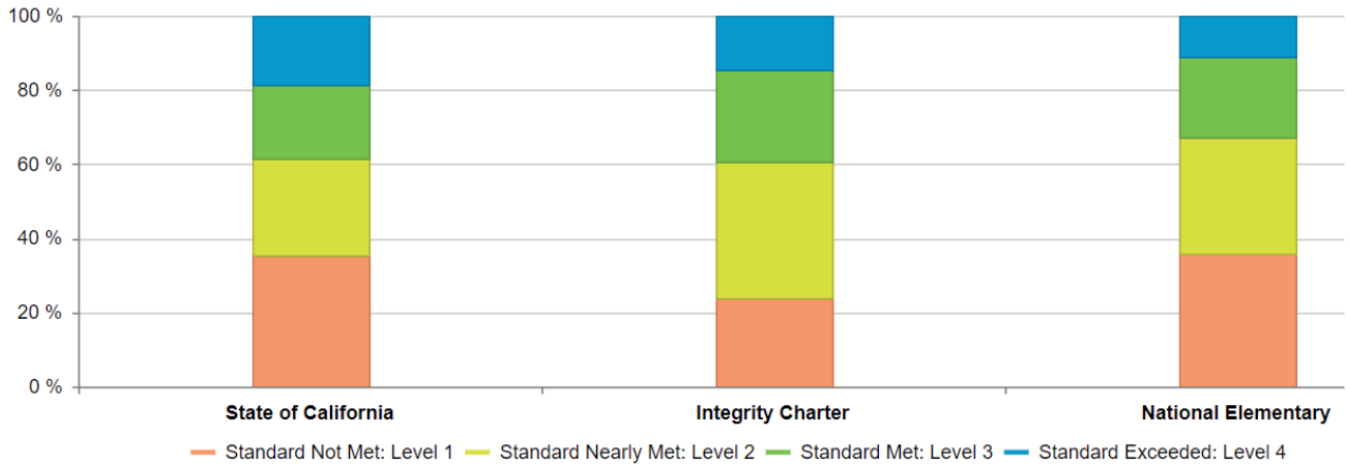
Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	21.25 %	13.33 %	16.06 %
Standard Met: Level 3 ⁽ⁱ⁾	28.63 %	30.95 %	27.01 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	22.58 %	30.95 %	25.40 %
Standard Not Met: Level 1 ⁽ⁱ⁾	27.54 %	24.76 %	31.53 %

Mathematics Overall Achievement - All Grades 2018

MATHEMATICS

2017–18 Achievement Level Distribution - All Grades



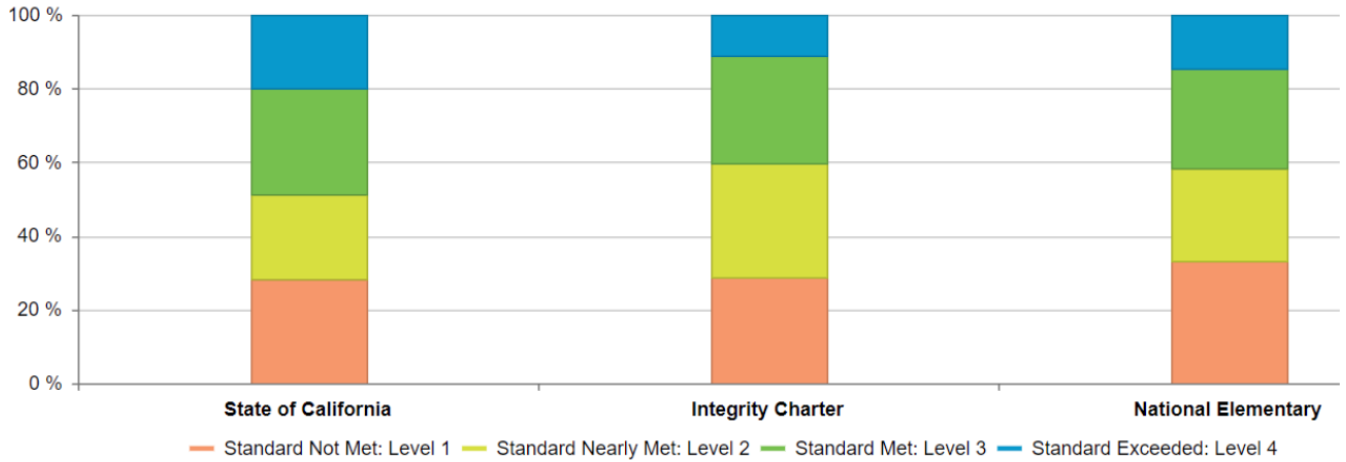
Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
■ Standard Exceeded: Level 4 ⁽ⁱ⁾	18.64 %	14.76 %	11.14 %
■ Standard Met: Level 3 ⁽ⁱ⁾	20.01 %	24.76 %	21.81 %
■ Standard Nearly Met: Level 2 ⁽ⁱ⁾	25.90 %	36.67 %	31.10 %
■ Standard Not Met: Level 1 ⁽ⁱ⁾	35.45 %	23.81 %	35.96 %

English Language Arts/Literacy Overall Achievement - All Grades 2017

ENGLISH LANGUAGE ARTS/LITERACY

2016–17 Achievement Level Distribution - All Grades



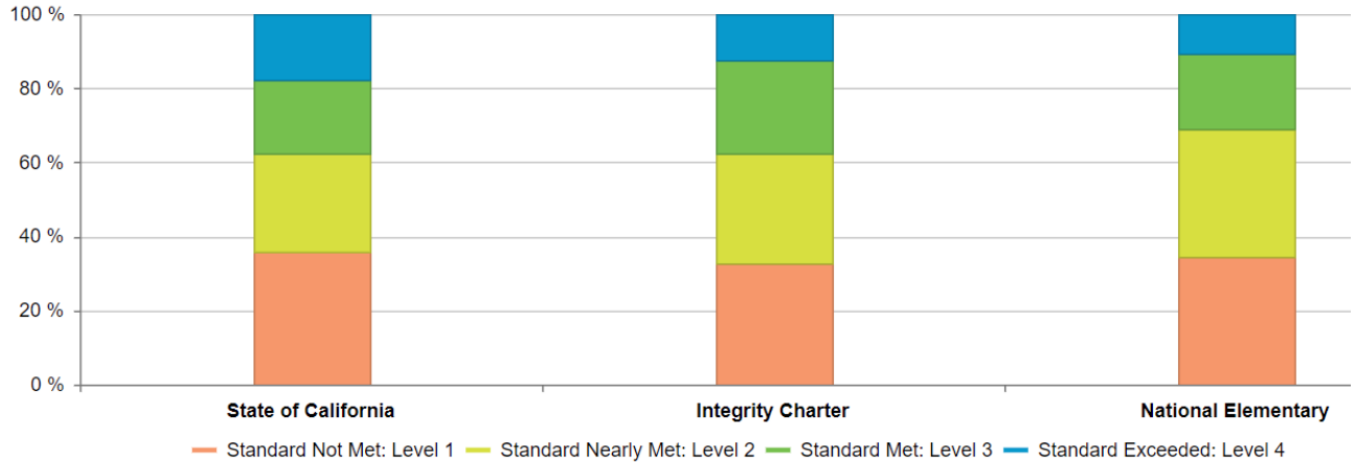
Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	20.12 %	11.00 %	14.50 %
Standard Met: Level 3 ⁽ⁱ⁾	28.44 %	29.19 %	27.08 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	23.09 %	31.10 %	25.31 %
Standard Not Met: Level 1 ⁽ⁱ⁾	28.35 %	28.71 %	33.11 %

Mathematics Overall Achievement - All Grades 2017

MATHEMATICS

2016–17 Achievement Level Distribution - All Grades



Overall Achievement

Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	17.60 %	12.26 %	10.71 %
Standard Met: Level 3 ⁽ⁱ⁾	19.96 %	25.47 %	20.34 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	26.59 %	29.72 %	34.28 %
Standard Not Met: Level 1 ⁽ⁱ⁾	35.86 %	32.55 %	34.67 %

CAASPP Dashboard 2019

Dashboard Indicator 2019

LEARN MORE
English Language Arts

All Students State

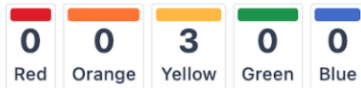


Yellow

9.2 points below standard

Increased 8.1 Points Ⓢ

EQUITY REPORT
Number of Student Groups in Each Color



[View More Details →](#)

LEARN MORE
Mathematics

All Students State

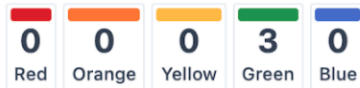


Green

4.2 points below standard

Increased 17.4 Points Ⓢ

EQUITY REPORT
Number of Student Groups in Each Color



[View More Details →](#)

LEARN MORE
English Learner Progress

All Students State

55.2% making progress towards English language proficiency

Number of EL Students: 163

Progress Levels

Very High = 65% or higher
High = 55% to less than 65%
Medium = 45% to less than 55%
Low = 35% to less than 45%
Very Low = Less than 35%

[View More Details →](#)

Student Group Report 2019

Student Group	Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career	English Language Arts	Mathematics
All Students	Green	Yellow	None	None	Yellow	Green
English Learners	Blue	Yellow	None	None	Yellow	Green
Foster Youth	None	None	None	None	None	None
Homeless	Yellow	Orange	None	None	None	None
Socioeconomically Disadvantaged	Green	Yellow	None	None	Yellow	Green
Students with Disabilities	None	None	None	None	None	None
African American	None	None	None	None	None	None
American Indian or Alaska Native	None	None	None	None	None	None
Asian	None	None	None	None	None	None
Filipino	None	None	None	None	None	None
Hispanic	Green	Yellow	None	None	Yellow	Green
Native Hawaiian or Pacific Islander	None	None	None	None	None	None
White	None	None	None	None	None	None
Two or More Races	None	None	None	None	None	None

English Language Arts Indicator 2019

Student Group	Color	Status Level	Change Level	CURRENT STATUS - Average distance from Standard	CHANGE - Difference between current status and prior status	Current year number of valid students	Current year number of valid students with disabilities	Prior year number of valid students	Prior year number of valid students with disabilities	PRIOR STATUS - Average distance from Standard
All Students	Yellow	Low	Increased	-9.2	8.1	205		209		-17.3
English Learners	Yellow	Low	Increased	-18.4	3.2	153		168		-21.6
Homeless	None	Low	Declined Significantly	-46.2	-25.5	27		27		-20.7
Socioeconomically Disadvantaged	Yellow	Low	Increased	-11.6	4.4	186		194		-16.1
Students with Disabilities	None	Very Low	Increased Significantly	-101.9	26.4	18		18		-128.3
African American	None					4		1		
Filipino	None					5		4		
Hispanic	Yellow	Low	Increased	-12.1	6.3	190		200		-18.4
Native Hawaiian or Pacific Islander	None					1		1		
White	None					3		2		
Two or More Races	None					2		1		

Mathematics Indicator 2019

Student Group	Color	Status Level	Change Level	CURRENT STATUS - Average distance from Standard	CHANGE - Difference between current status and prior status	Current year number of valid students	Current year number of valid students with disabilities	Prior year number of valid students	Prior year number of valid students with disabilities	PRIOR STATUS - Average distance from Standard	School or district is held to the high school cut points	The number of points removed from the current year status due to the participation rate being below 95%
All Students	Green	Medium	Increased Significantly	-4.2	17.4	202		209		-21.6		
English Learners	Green	Medium	Increased	-12.9	12.7	150		168		-25.6		
Homeless	None	Low	Increased	-29.7	4	26		27		-33.7		
Socioeconomically Disadvantaged	Green	Medium	Increased	-7.1	14.4	184		194		-21.5		
Students with Disabilities	None	Low	Increased Significantly	-63.5	55.3	15		18		-118.7		-4
African American	None					4		1				
Filipino	None					5		4				
Hispanic	Green	Medium	Increased Significantly	-7.4	15.9	187		200		-23.3		
Native Hawaiian or Pacific Islander	None					1		1				
White	None					3		2				
Two or More Races	None					2		1				

CAASPP Dashboard 2018

Dashboard Indicator 2018

LEARN MORE
English Language Arts

All Students State



Yellow

17.3 points below standard

Increased 5.1 Points ↕

EQUITY REPORT
Number of Student Groups in Each Color

0	0	3	0	0
Red	Orange	Yellow	Green	Blue

[View More Details →](#)

LEARN MORE
Mathematics

All Students State



Green

21.6 points below standard

Increased 9.2 Points ↕

EQUITY REPORT
Number of Student Groups in Each Color

0	0	1	2	0
Red	Orange	Yellow	Green	Blue

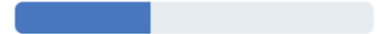
[View More Details →](#)

LEARN MORE
English Learner Progress

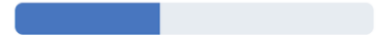
All Students State

English Language Proficiency Assessments for California Results

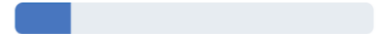
Level 4 - Well Developed
38.2%



Level 3 - Moderately Developed
40.7%



Level 2 - Somewhat Developed
15.6%



Level 1 - Beginning Stage
5.5%



[View More Details →](#)

Student Group Report 2018

Student Group	Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career	English Language Arts	Mathematics
All Students	Yellow	Blue	None	None	Yellow	Green
English Learners	Green	Blue	None	None	Yellow	Yellow
Foster Youth	None	None	None	None	None	None
Homeless	Orange	Blue	None	None	None	None
Socioeconomically Disadvantaged	Yellow	Blue	None	None	Yellow	Green
Students with Disabilities	None	None	None	None	None	None
African American	None	None	None	None	None	None
American Indian or Alaska Native	None	None	None	None	None	None
Asian	None	None	None	None	None	None
Filipino	None	None	None	None	None	None
Hispanic	Yellow	Blue	None	None	Yellow	Green
Native Hawaiian or Pacific Islander	None	None	None	None	None	None
White	None	None	None	None	None	None
Two or More Races	None	None	None	None	None	None

English Language Arts Indicator 2018

Student Group	Color	Status Level	Change Level	CURRENT STATUS - Average distance from Standard	CHANGE - Difference between current status and prior status	Current year number of valid students	Current year number of valid students with disabilities	Prior year number of valid students	Prior year number of valid students with disabilities	PRIOR STATUS - Average distance from Standard
All Students	Yellow	Low	Increased	-17.3	5.1	209		206		-22.4
English Learners	Yellow	Low	Increased	-21.6	9.8	168		165		-31.4
Homeless	None	Low	Maintained	-20.7	-2.5	27		21		-18.2
Socioeconomically Disadvantaged	Yellow	Low	Increased	-16.1	9.2	194		196		-25.3
Students with Disabilities	None	Very Low	Declined	-128.3	-13	18	18	14	14	-115.3
African American	None					1		1		
Filipino	None					4		1		
Hispanic	Yellow	Low	Increased	-18.4	6	200		198		-24.4
Native Hawaiian or Pacific Islander	None					1		3		
White	None					2		2		
Two or More Races	None					1		1		

Mathematics Indicator 2018

Student Group	Color	Status Level	Change Level	CURRENT STATUS - Average distance from Standard	CHANGE - Difference between current status and prior status	Current year number of valid students	Current year number of valid students with disabilities	Prior year number of valid students	Prior year number of valid students with disabilities	PRIOR STATUS - Average distance from Standard
All Students	Green	Medium	Increased	-21.6	9.2	209		206		-30.8
English Learners	Yellow	Low	Increased	-25.6	12.4	168		165		-38.1
Homeless	None	Low	Increased	-33.7	12.5	27		21		-46.3
Socioeconomically Disadvantaged	Green	Medium	Increased	-21.5	10	194		196		-31.5
Students with Disabilities	None	Very Low	Increased Significantly	-118.7	24.1	18	18	14	14	-142.9
African American	None					1		1		
Filipino	None					4		1		
Hispanic	Green	Medium	Increased	-23.3	9.6	200		198		-32.8
Native Hawaiian or Pacific Islander	None					1		3		
White	None					2		2		
Two or More Races	None					1		1		

CAASPP Dashboard 2017

Dashboard Indicator 2017

LEARN MORE English Language Arts

All Students State



Orange

22.4 points below standard

Maintained 1.1 Points

EQUITY REPORT
Number of Student Groups in Each Color

Red	Orange	Yellow	Green	Blue
0	3	0	0	0

[View More Details](#) →

LEARN MORE Mathematics

All Students State



Yellow

30.8 points below standard

Increased 27 Points Ⓢ

EQUITY REPORT
Number of Student Groups in Each Color

Red	Orange	Yellow	Green	Blue
0	0	3	0	0

[View More Details](#) →

LEARN MORE English Learner Progress

All Students State



Green

74.2% making progress

Increased 5.8% Ⓢ

EQUITY REPORT
Number of Student Groups in Each Color

Red	Orange	Yellow	Green	Blue
0	0	0	1	0

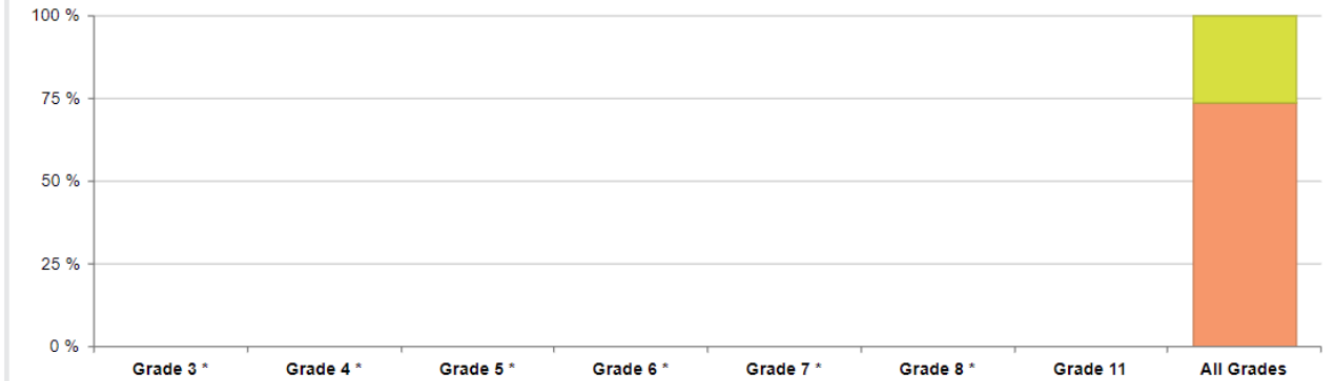
[View More Details](#) →

English Language Arts/Literacy Detailed Test Results - by Disability Status 2017

ENGLISH LANGUAGE ARTS/LITERACY

▼ Students with disability

Achievement Level Distribution



Overall Achievement

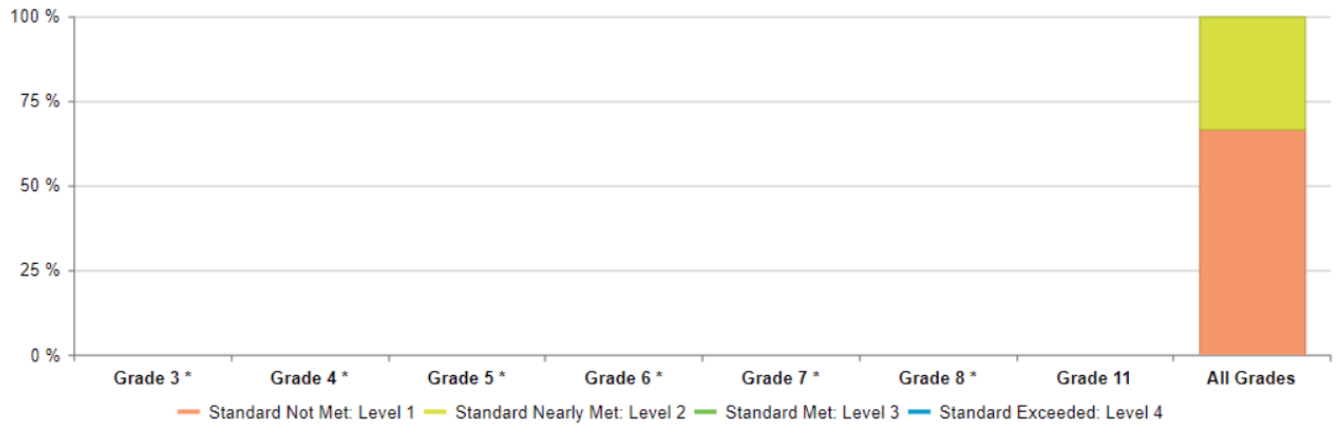
Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Number of Students Tested ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Number of Students With Scores ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Mean Scale Score	*	*	*	*	*	*	N/A	N/A
■ Standard Exceeded: Level 4 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	0.00 %
■ Standard Met: Level 3 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	0.00 %
■ Standard Nearly Met: Level 2 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	26.67 %
■ Standard Not Met: Level 1 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	73.33 %

Mathematics Detailed Test Results - by Disability Status 2017

MATHEMATICS

▼ Students with disability

Achievement Level Distribution



Overall Achievement

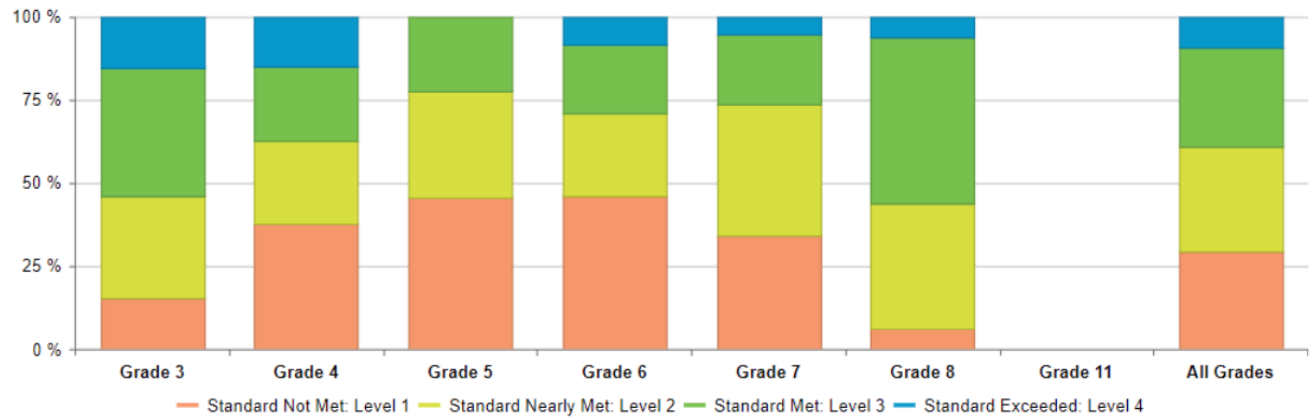
Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Number of Students Tested ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Number of Students With Scores ⁽ⁱ⁾	*	*	*	*	*	*	N/A	15
Mean Scale Score	*	*	*	*	*	*	N/A	N/A
■ Standard Exceeded: Level 4 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	0.00 %
■ Standard Met: Level 3 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	0.00 %
■ Standard Nearly Met: Level 2 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	33.33 %
■ Standard Not Met: Level 1 ⁽ⁱ⁾	*	*	*	*	*	*	N/A	66.67 %

English Language Arts/Literacy Detailed Test Results by Economic Status 2017

ENGLISH LANGUAGE ARTS/LITERACY

▼ Economically disadvantaged

Achievement Level Distribution



Overall Achievement

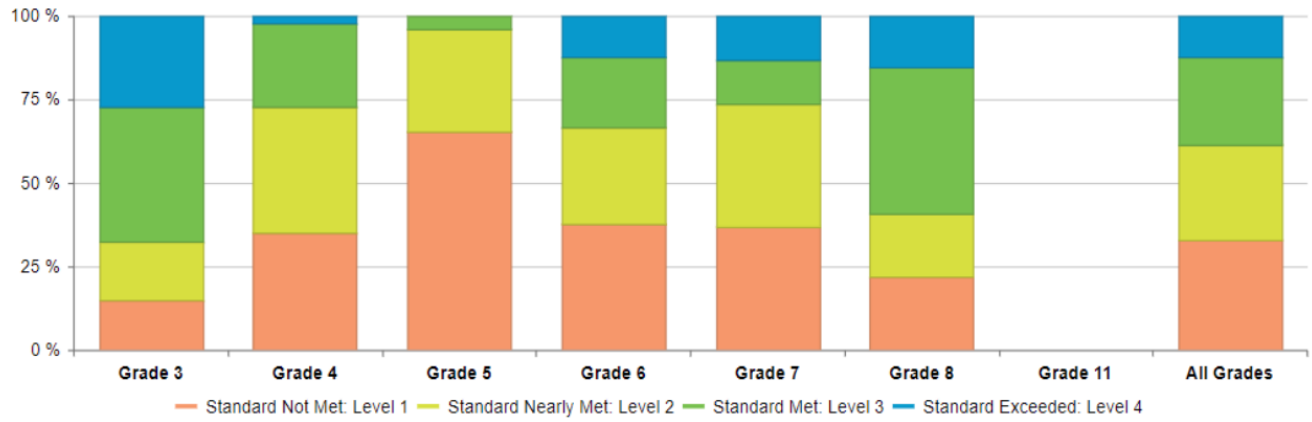
Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽ⁱ⁾	40	40	23	24	38	32	N/A	197
Number of Students Tested ⁽ⁱ⁾	39	40	22	24	38	32	N/A	195
Number of Students With Scores ⁽ⁱ⁾	39	40	22	24	38	32	N/A	195
Mean Scale Score	2429.6	2437.1	2425.6	2478.5	2526.6	2578.2	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	15.38 %	15.00 %	0.00 %	8.33 %	5.26 %	6.25 %	N/A	9.23 %
Standard Met: Level 3 ⁽ⁱ⁾	38.46 %	22.50 %	22.73 %	20.83 %	21.05 %	50.00 %	N/A	29.74 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	30.77 %	25.00 %	31.82 %	25.00 %	39.47 %	37.50 %	N/A	31.79 %
Standard Not Met: Level 1 ⁽ⁱ⁾	15.38 %	37.50 %	45.45 %	45.83 %	34.21 %	6.25 %	N/A	29.23 %

Mathematics Detailed Test Results by Economic Status 2017

MATHEMATICS

▼ Economically disadvantaged

Achievement Level Distribution



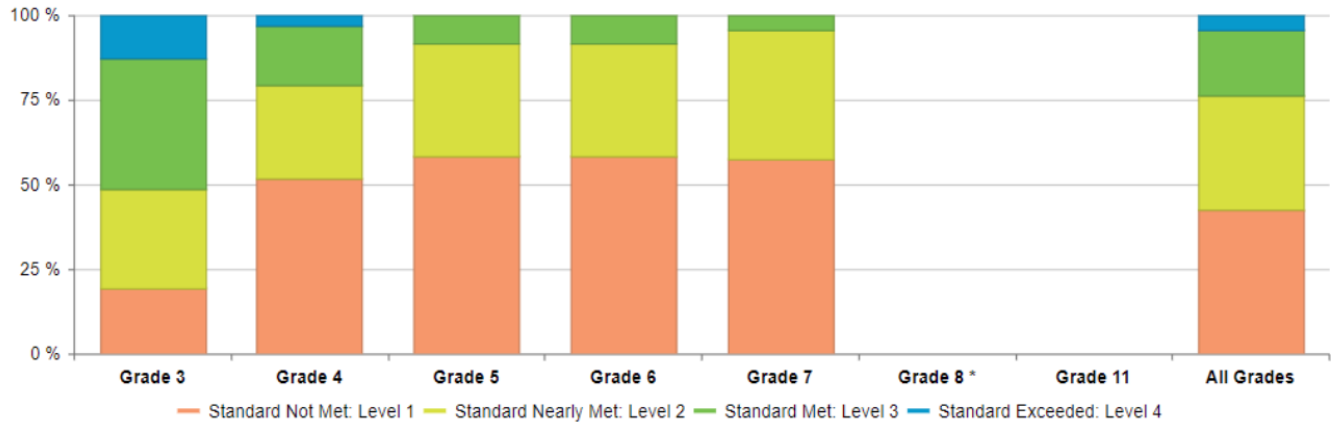
Overall Achievement

Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽¹⁾	40	40	23	24	38	32	N/A	197
Number of Students Tested ⁽¹⁾	40	40	23	24	38	32	N/A	197
Number of Students With Scores ⁽¹⁾	40	40	23	24	38	32	N/A	197
Mean Scale Score	2452.4	2438.1	2429.7	2505.0	2526.7	2575.8	N/A	N/A
Standard Exceeded: Level 4 ⁽¹⁾	27.50 %	2.50 %	0.00 %	12.50 %	13.16 %	15.63 %	N/A	12.69 %
Standard Met: Level 3 ⁽¹⁾	40.00 %	25.00 %	4.35 %	20.83 %	13.16 %	43.75 %	N/A	25.89 %
Standard Nearly Met: Level 2 ⁽¹⁾	17.50 %	37.50 %	30.43 %	29.17 %	36.84 %	18.75 %	N/A	28.43 %
Standard Not Met: Level 1 ⁽¹⁾	15.00 %	35.00 %	65.22 %	37.50 %	36.84 %	21.88 %	N/A	32.99 %

English Language Arts/Literacy Detailed Test Results by English Learner 2017

English learner

Achievement Level Distribution



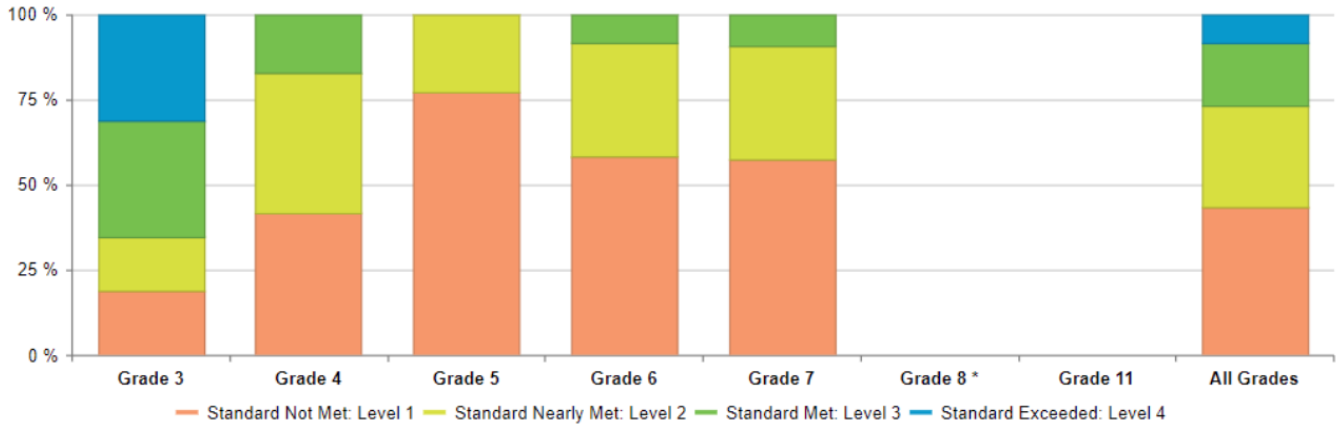
Overall Achievement

Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽ⁱ⁾	32	29	13	12	21	*	N/A	115
Number of Students Tested ⁽ⁱ⁾	31	29	12	12	21	*	N/A	113
Number of Students With Scores ⁽ⁱ⁾	31	29	12	12	21	*	N/A	113
Mean Scale Score	2422.5	2407.6	2378.1	2428.4	2486.3	*	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	12.90 %	3.45 %	0.00 %	0.00 %	0.00 %	*	N/A	4.42 %
Standard Met: Level 3 ⁽ⁱ⁾	38.71 %	17.24 %	8.33 %	8.33 %	4.76 %	*	N/A	19.47 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	29.03 %	27.59 %	33.33 %	33.33 %	38.10 %	*	N/A	33.63 %
Standard Not Met: Level 1 ⁽ⁱ⁾	19.35 %	51.72 %	58.33 %	58.33 %	57.14 %	*	N/A	42.48 %

Mathematics Detailed Test Results by English Learner 2017

▼ English learner

Achievement Level Distribution



Overall Achievement

Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⁽ⁱ⁾	32	29	13	12	21	*	N/A	115
Number of Students Tested ⁽ⁱ⁾	32	29	13	12	21	*	N/A	115
Number of Students With Scores ⁽ⁱ⁾	32	29	13	12	21	*	N/A	115
Mean Scale Score	2450.1	2422.1	2401.5	2456.1	2487.9	*	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	31.25 %	0.00 %	0.00 %	0.00 %	0.00 %	*	N/A	8.70 %
Standard Met: Level 3 ⁽ⁱ⁾	34.38 %	17.24 %	0.00 %	8.33 %	9.52 %	*	N/A	18.26 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	15.63 %	41.38 %	23.08 %	33.33 %	33.33 %	*	N/A	29.57 %
Standard Not Met: Level 1 ⁽ⁱ⁾	18.75 %	41.38 %	76.92 %	58.33 %	57.14 %	*	N/A	43.48 %

Overall CAASPP Data for ELA and Math 2016-2019

Percentage of All Students Who Met or Exceeded ELA CAASPP 2016-2019					
Year	2016	2017	2018	2019	Percent Change 2016-2019
All Students	43%	40%	44%	45%	+2%
Grade 3	37%	56%	51%	46%	+9%
Grade 4	44%	37%	52%	46%	+2%
Grade 5	26%	34%	31%	55%	+29%
Grade 6	31%	28%	52%	36%	+5%
Grade 7	76%	21%	44%	43%	-33%
Grade 8	47%	57%	38%	40%	-7%

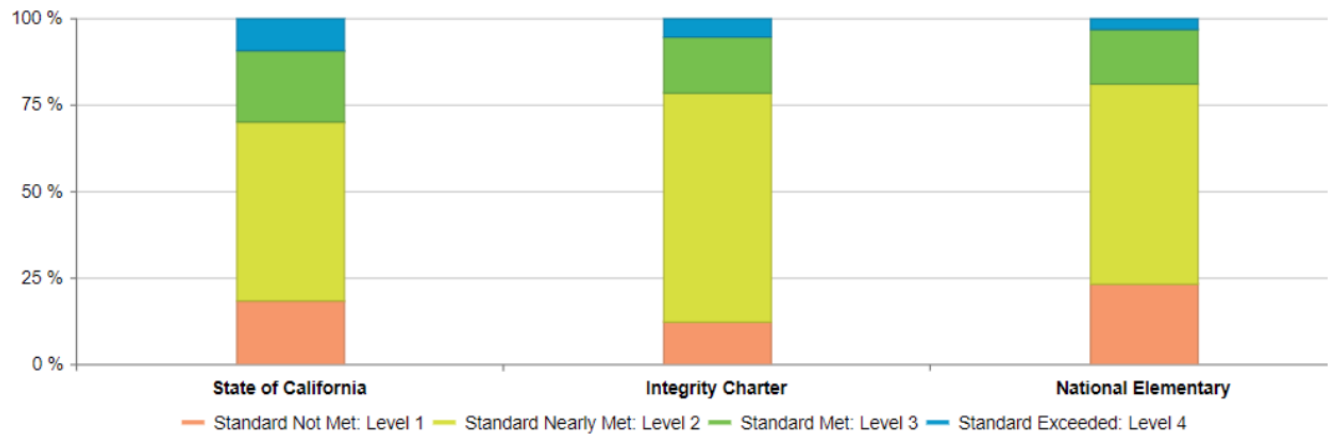
Percentage of All Students Who Met or Exceeded Math CAASPP 2016-2019					
Year	2016	2017	2018	2019	Percent Change 2016-2018
All Students	23%	38%	40%	48%	+25%
Grade 3	33%	68%	48%	38%	+5%
Grade 4	26%	25%	26%	33%	+7%
Grade 5	18%	8%	13%	46%	+28%
Grade 6	18%	33%	44%	41%	+23%
Grade 7	33%	26%	48%	76%	+43%
Grade 8	8%	56%	65%	76%	+68%

California Science Test (CAST) Overall Achievement for All Students 2019

SCIENCE

▼ Data Detail - All Students (accessible data)

Achievement Level Distribution



Overall Achievement





Achievement Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4 ⁽ⁱ⁾	9.39 %	5.41 %	3.43 %
Standard Met: Level 3 ⁽ⁱ⁾	20.54 %	16.22 %	15.74 %
Standard Nearly Met: Level 2 ⁽ⁱ⁾	51.85 %	66.22 %	57.65 %
Standard Not Met: Level 1 ⁽ⁱ⁾	18.22 %	12.16 %	23.18 %

English Language Proficiency

Summative ELPAC Overall Performance - All Grades 2019

In order to protect student privacy, an asterisk () will be displayed instead of a number on test results where 10 or fewer students had tested. "N/A" will be displayed instead of a number on test results where no data is found for the specific report.*





Overall Performance

Performance Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
 Level 4 ⁽ⁱ⁾	16.40 %	21.69 %	12.19 %
 Level 3 ⁽ⁱ⁾	37.77 %	46.03 %	42.93 %
 Level 2 ⁽ⁱ⁾	30.12 %	24.87 %	31.51 %
 Level 1 ⁽ⁱ⁾	15.71 %	7.41 %	13.37 %

Summative ELPAC Overall Performance - All Grades 2018

In order to protect student privacy, an asterisk () will be displayed instead of a number on test results where 10 or fewer students had tested. "N/A" will be displayed instead of a number on test results where no data is found for the specific report.*

Overall Performance

Performance Level	State of California	Integrity Charter	National Elementary
Mean Scale Score	N/A	N/A	N/A
 Level 4 ⁽ⁱ⁾	30.56 %	38.19 %	25.95 %
 Level 3 ⁽ⁱ⁾	34.57 %	40.70 %	35.85 %
 Level 2 ⁽ⁱ⁾	20.20 %	15.58 %	22.29 %
 Level 1 ⁽ⁱ⁾	14.67 %	5.53 %	15.90 %

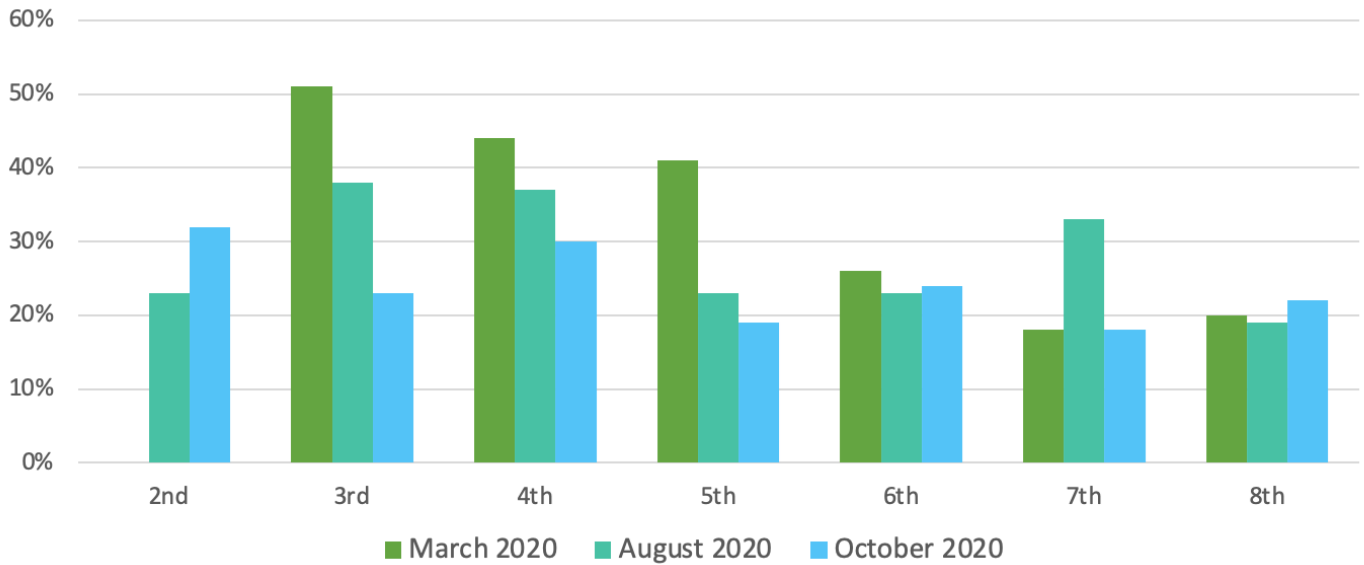
CELDT Overall Performance Level - All Grades 2017

Number and Percent of Students at Each Overall Performance Level

Performance Level	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Advanced	(0.0%)	(0.0%)	(0.0%)	3 (9.0%)	2 (7.0%)	4 (25.0%)	2 (15.0%)	5 (20.0%)	2 (18.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	18 (10.0%)
Early Advanced	(0.0%)	12 (48.0%)	5 (21.0%)	8 (24.0%)	6 (21.0%)	5 (31.0%)	5 (38.0%)	11 (44.0%)	6 (55.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	58 (33.0%)
Intermediate	(0.0%)	7 (28.0%)	14 (58.0%)	12 (35.0%)	12 (43.0%)	5 (31.0%)	5 (38.0%)	9 (36.0%)	3 (27.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	67 (38.0%)
Early Intermediate	(0.0%)	3 (12.0%)	2 (8.0%)	7 (21.0%)	3 (11.0%)	2 (13.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	17 (10.0%)
Beginning	(0.0%)	3 (12.0%)	3 (13.0%)	4 (12.0%)	5 (18.0%)	(0.0%)	1 (8.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	16 (9.0%)
Number Tested	(0.0%)	25 (100.0%)	24 (100.0%)	34 (100.0%)	28 (100.0%)	16 (100.0%)	13 (100.0%)	25 (100.0%)	11 (100.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	176 (100.0%)

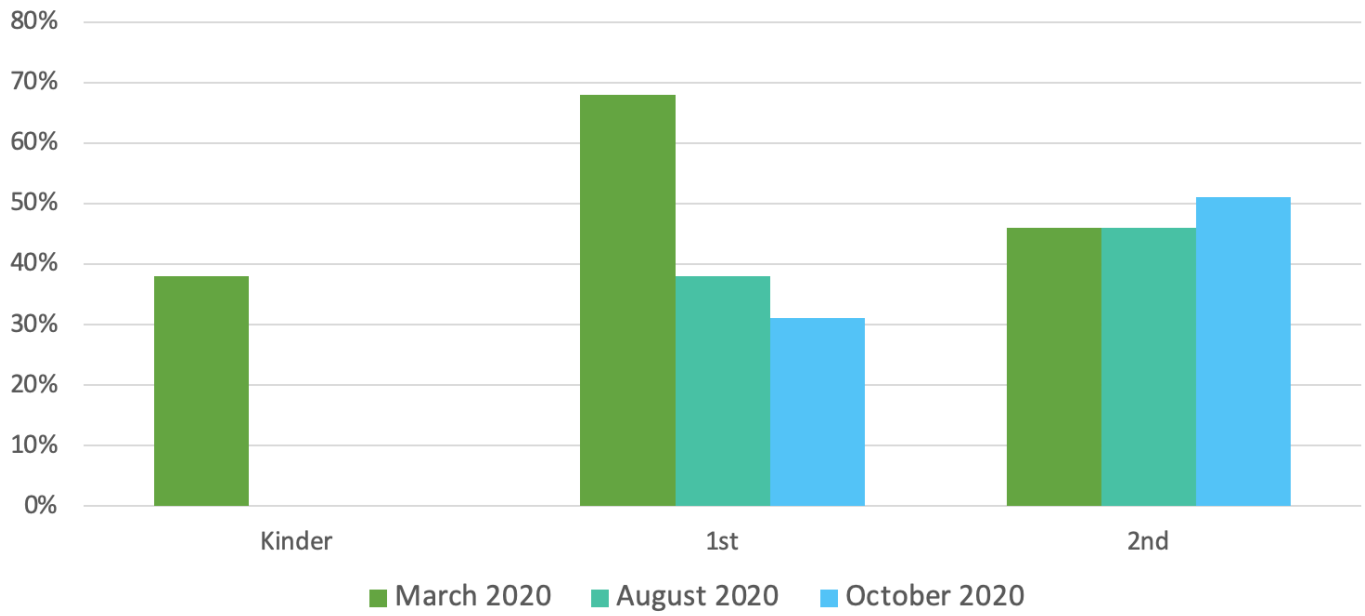
**School Data for English Language Arts in Distance Learning 2020
(March 2020/August 2020/October 2020)**

Percent of All Students At/Above Grade Level in Reading
STAR 2nd – 8th



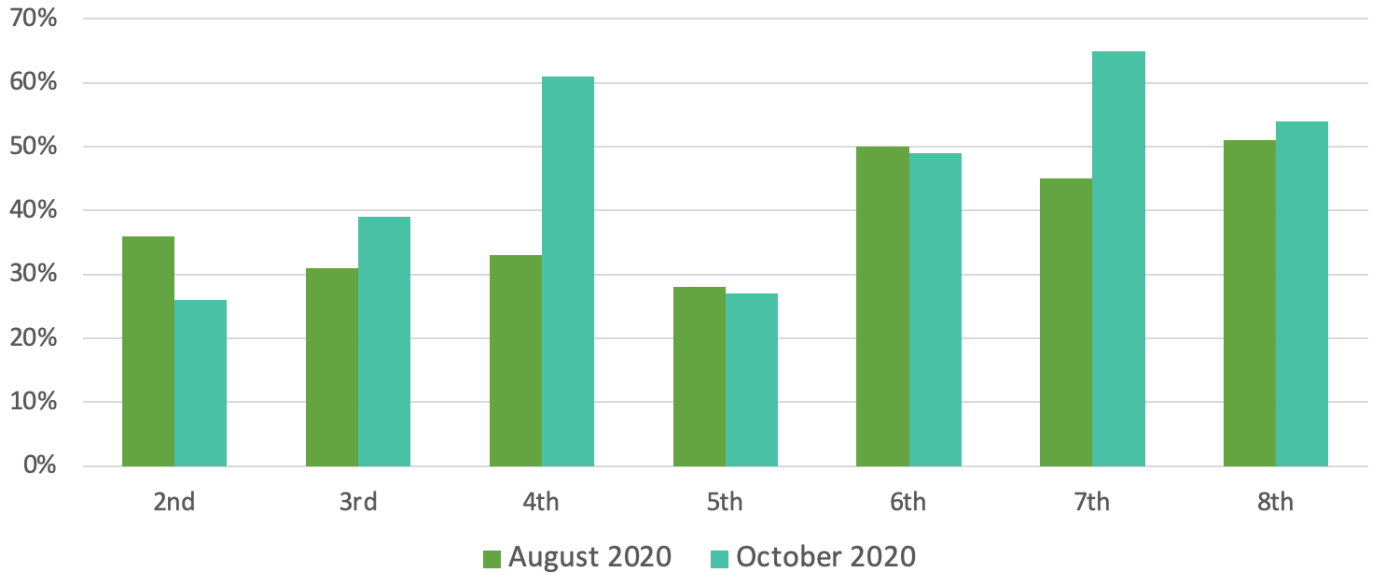
2020-2021	STAR Reading Average Percentile Rank		
	March 2020	August 2020	October 2020
2nd	NA	26%	30%
3rd	41%	20%	16%
4th	50%	24%	29%
5th	47%	25%	25%
6th	29%	27%	28%
7th	20%	28%	24%
8th	NA	25%	25%

Percent of All Students At/Above Grade Level in Reading Running Record K-2



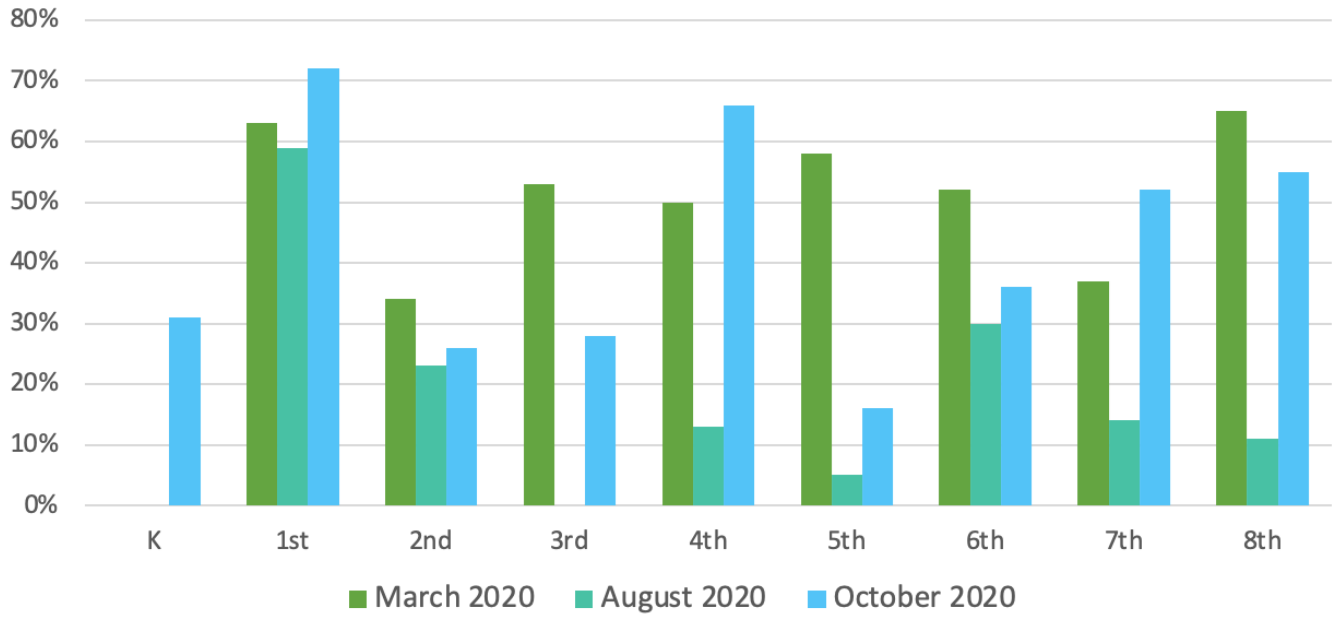
**School Data for Mathematics in Distance Learning 2020
(March 2020/August 2020/October 2020)**

Percent of All Students At/Above Grade Level
STAR Math 2nd – 8th

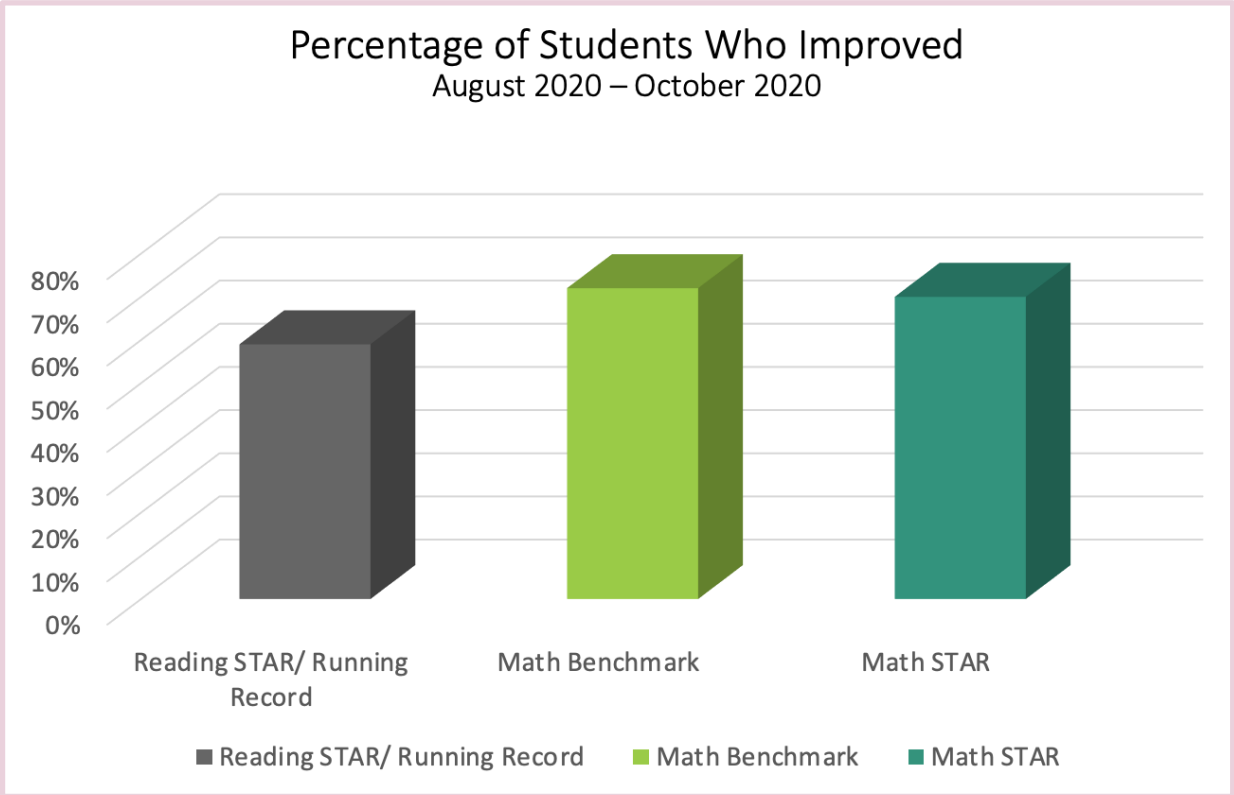
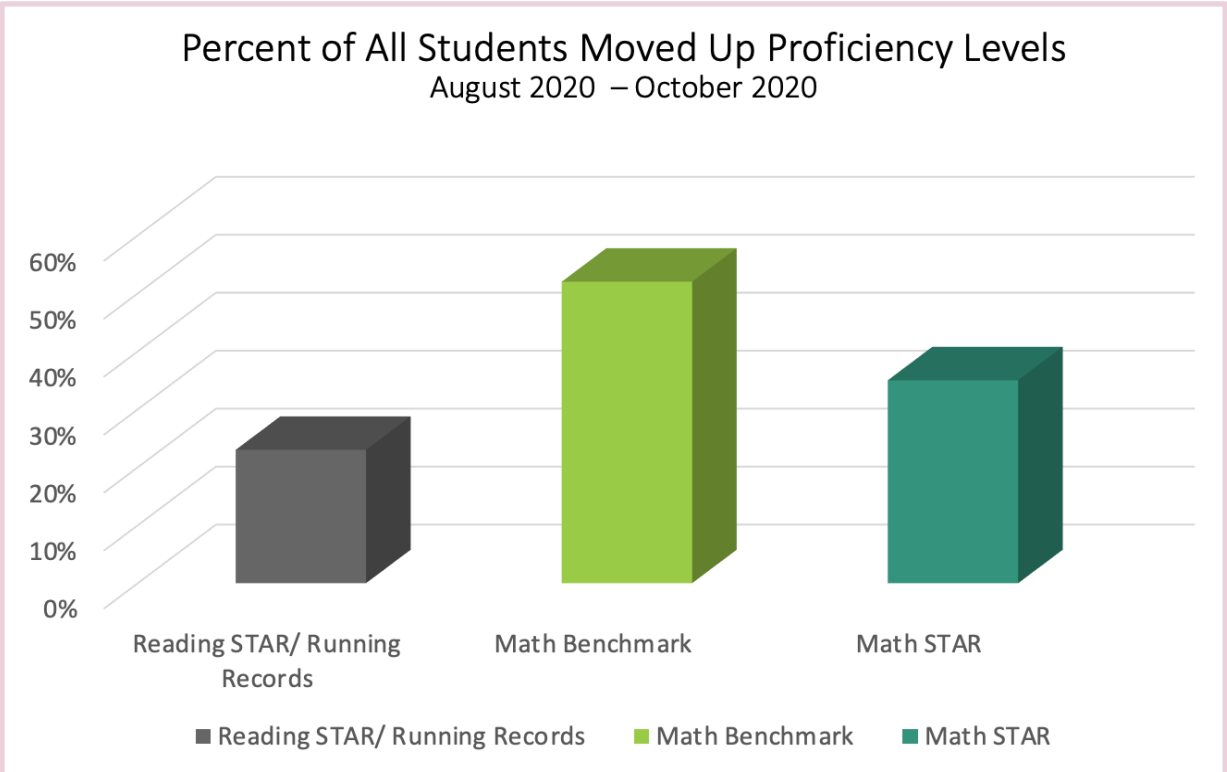


2020-2021	STAR Math Average Percentile Rank		
	March 2020	August 2020	October 2020
2nd	NA	24%	31%
3rd	NA	4%	37%
4th	NA	27%	45%
5th	NA	31%	34%
6th	NA	38%	48%
7th	NA	43%	53%
8th	NA	46%	51%

Percent of All Students At/Above Grade Level Math Benchmark Adopted Curriculum K-8th



Current Student Progress 2020-2021



Due to COVID-19 and lack of testing data, CCSA is supporting all schools.



CCSA Academic Accountability Report 2019-20

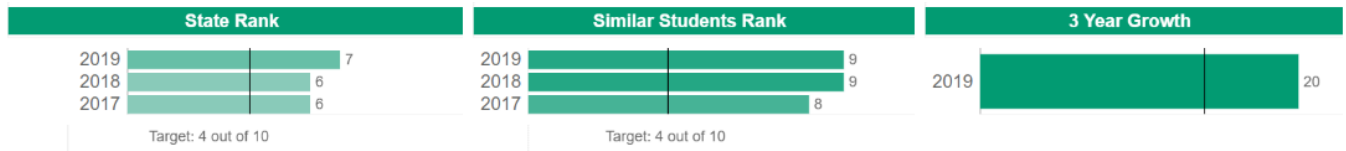
Integrity Charter (National Elementary)

Open Status 2019: Active
DASS Status: Non-DASS

Charter Renewal Date: June 30, 2021

2019-20 INITIAL FILTERS:

To meet CCSA's initial filters of accountability, a school must be above on at least one of the three filters below. See the **School Info Overview** tab above for more details.



This school was at/above the target

3 out of 3 year(s),

meeting the standard for this metric for 2019.

This school was at/above the target

3 out of 3 year(s),

meeting the standard for this metric for 2019.

This school's DFS changed by

20 points,

meeting the 2019 target of 14 points.

MULTIPLE MEASURE REVIEW:

Charter schools who do not meet at least one of the initial filters are invited to present additional measures for review:



Due to COVID-19 and a lack of state testing data, CCSA will support all schools renewing during 2020-21.

[Click here to learn more about CCSA's Initial Filters](#)

Similar students rank, estimated DFS, and state rank are calculated using the October 9, 2019 release of the CAASPP file, and CCI is calculated using the CDE Dashboard data files released December 12, 2019. Click metric names to view information on each metric.

CCSA's Minimum Academic Accountability Criteria would not apply if a school participates in the DASS program or has fewer than 30 valid test takers. No report is generated for schools fitting these criteria.

Appendix 4:

5 Year Budget Projection

INTEGRITY CHARTER SCHOOL
2020-25 Working Budget

Description	2020-21	2021-22	2022-23	2023-24	2024-25
Grade K-3 Base & Span Grants	\$ 1,190,160.00	\$ 1,342,160.00	\$ 1,382,136.00	\$ 1,424,240.00	\$ 1,424,240.00
Grade 4-6 Base Grants	\$ 991,662.25	\$ 1,118,254.50	\$ 1,151,590.00	\$ 1,186,716.25	\$ 1,186,716.25
Grants 7-8 Base Grants	\$ 668,933.00	\$ 794,105.00	\$ 817,760.00	\$ 842,745.00	\$ 842,745.00
Supplemental K-8	\$ 223,869.10	\$ 251,735.53	\$ 259,233.43	\$ 267,130.45	\$ 267,130.45
Concentration K-8	\$ 196,435.91	\$ 221,657.72	\$ 228,328.87	\$ 235,284.45	\$ 235,284.45
Supplemental 4-6	\$ 186,531.67	\$ 209,739.81	\$ 215,992.22	\$ 222,580.50	\$ 222,580.50
Concentration 4-6	\$ 163,673.85	\$ 184,679.73	\$ 190,242.67	\$ 196,045.52	\$ 196,045.52
Supplemental 7-8	\$ 125,826.30	\$ 148,942.33	\$ 153,379.07	\$ 158,065.25	\$ 158,065.25
Concentration 7-8	\$ 110,407.39	\$ 131,146.44	\$ 135,093.95	\$ 139,221.47	\$ 139,221.47
ChtrschGenl Purpose - Ent					
ChtrschGenl Purpose - PY					
Trns to CHTR SCH in lieu of Prop. Tax					
Education protection account					
Total Revenue Limit	\$ 3,857,499.47	\$ 4,402,421.07	\$ 4,533,756.20	\$ 4,672,028.90	\$ 4,672,028.90
Chld Nutrition - Sch PR	\$ 312,078.96	\$ 315,979.95	\$ 315,979.95	\$ 315,979.95	\$ 315,979.95
Title I, Part A	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00
CARES Act (ESSER)	\$ 112,730.00	\$ -	\$ -	\$ -	\$ -
Coronavirus Relief Fund (CRF)	\$ 373,734.00	\$ -	\$ -	\$ -	\$ -
Esea Title IV, Part A, Student	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Title III - LEP Student	\$ 21,897.26	\$ 23,997.00	\$ 24,296.96	\$ 24,296.96	\$ 24,296.96
Title IV Part A	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Federal Revenue	\$ 975,440.22	\$ 494,976.95	\$ 495,276.91	\$ 495,276.91	\$ 495,276.91
Child Nutrition - SCH PR	\$ 27,543.63	\$ 27,887.92	\$ 27,887.92	\$ 27,887.92	\$ 27,887.92
Mandated one time funds	\$ -	\$ -	\$ -	\$ -	\$ -
Mandated Block Grant	\$ 5,846.21	\$ 6,406.80	\$ 6,486.89	\$ 6,486.89	\$ 6,486.89
State Lottery	\$ 28,690.00	\$ 29,048.63	\$ 58,097.25	\$ 58,097.25	\$ 58,097.25
State Lottery - Instructional matls	\$ 15,010.00	\$ 15,197.63	\$ 20,391.75	\$ 20,391.75	\$ 20,391.75
After Sch Education	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00
Charter School Facilities Grant	\$ 292,681.58	\$ 300,993.84	\$ 309,546.11	\$ 318,345.40	\$ 327,398.93
California COVID-19 LLMF	\$ 33,273.00				
Total State Revenue	\$ 533,571.41	\$ 543,334.82	\$ 586,209.92	\$ 595,009.21	\$ 604,062.74
Child Nutrtn - Parent Paymts	\$ -	\$ 10,570.50	\$ 10,570.50	\$ 10,570.50	\$ 10,570.50
Donations - ICS Foundation	\$ -	\$ -	\$ -	\$ -	\$ -
Donations - Fund Raisers	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Uniform Payments	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Total Local Revenue	\$ -	\$ 19,570.50	\$ 19,570.50	\$ 19,570.50	\$ 19,570.50
TOTAL REVENUE	\$ 5,366,511.10	\$ 5,460,303.34	\$ 5,634,813.53	\$ 5,781,885.52	\$ 5,790,939.05

INTEGRITY CHARTER SCHOOL
2020-25 Working Budget

Description	2020-21	2021-22	2022-23	2023-24	2024-25
Teacher Salaries	\$ 1,440,186.86	\$ 1,370,812.03	\$ 1,452,576.37	\$ 1,485,285.17	\$ 1,509,685.17
Classroom education	\$ 826,508.26	\$ 825,148.26	\$ 841,466.26	\$ 865,624.26	\$ 882,829.26
EPA- Small class sizes- Agua, Lang, Matt,Griff & Qual	\$ 265,419.26	\$ 276,083.26	\$ 281,525.26	\$ 285,321.26	\$ 288,889.26
LCAP- Academic Coach-Kat & Jose, Brink & Meraz	\$ 308,070.76	\$ 229,391.93	\$ 234,174.27	\$ 237,411.98	\$ 239,332.98
LCAP- PE	\$ -	\$ -	\$ 55,222.00	\$ 56,879.00	\$ 58,585.00
Title I	\$ 40,188.57	\$ 40,188.57	\$ 40,188.57	\$ 40,048.67	\$ 40,048.67
Teacher - Extra Time (incentive pay)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Teacher - Extra Time	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
Teacher - Subs/ Personal	\$ 14,250.00	\$ 14,250.00	\$ 14,250.00	\$ 14,250.00	\$ 14,250.00
Teacher - Subs/ training	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Certificated Admin & Supervision	\$ 247,400.00	\$ 247,400.00	\$ 247,400.00	\$ 247,400.00	\$ 247,400.00
Total Certificated Salaries	\$ 1,735,836.86	\$ 1,676,462.03	\$ 1,758,226.37	\$ 1,790,935.17	\$ 1,815,335.17
Educational Assistant	\$ 134,843.28	\$ 124,568.50	\$ 130,820.29	\$ 137,597.94	\$ 137,597.94
Classified Support Salaries	\$ 121,087.31	\$ 124,597.72	\$ 125,325.07	\$ 125,325.07	\$ 125,325.07
Custodians- Ismael & Cristian	\$ 90,791.17	\$ 93,600.83	\$ 93,600.83	\$ 93,600.83	\$ 93,600.83
Cafeteria- Mrs. Diaz & Laura	\$ 30,296.14	\$ 30,996.89	\$ 31,724.24	\$ 31,724.24	\$ 31,724.24
Classified Supp Xtra Time	\$ -	\$ -	\$ -	\$ -	\$ -
Classified Supp Subs	\$ 1,258.70	\$ 1,258.70	\$ 1,258.70	\$ 1,258.70	\$ 1,258.70
Class Super & Admin Salary (Consultant)	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Clerical & Office Salaries	\$ 225,848.52	\$ 235,830.15	\$ 240,335.59	\$ 241,680.13	\$ 241,680.13
Clerical & Office extra time	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Other Class - Noon Supervisors	\$ 56,736.00	\$ 59,508.00	\$ 62,424.00	\$ 62,424.00	\$ 62,424.00
Total Classified Salaries	\$ 544,773.80	\$ 553,763.07	\$ 568,163.66	\$ 576,285.84	\$ 576,285.84
STRS - Certificated	\$ 310,883.98	\$ 303,118.88	\$ 300,619.63	\$ 306,404.61	\$ 310,742.57
PERS - Classified	\$ 102,938.12	\$ 108,499.53	\$ 112,518.26	\$ 114,399.70	\$ 114,399.70
Medicare - Certificated	\$ 24,499.01	\$ 24,241.48	\$ 24,649.66	\$ 25,123.94	\$ 25,477.74
OASID - Classified	\$ 27,991.94	\$ 28,147.97	\$ 28,814.92	\$ 29,318.49	\$ 29,318.49
Medicare - Classified	\$ 7,808.47	\$ 7,895.31	\$ 8,104.12	\$ 8,221.89	\$ 8,221.89
Alternate Retire System - Classified	\$ 1,131.42	\$ 1,176.56	\$ 1,223.93	\$ 1,223.93	\$ 1,223.93
Health Benefits - Certificated	\$ 219,300.00	\$ 202,100.00	\$ 210,700.00	\$ 210,700.00	\$ 210,700.00
Health Benefits - Classified	\$ 94,604.00	\$ 86,003.00	\$ 86,003.00	\$ 86,003.00	\$ 86,003.00
Certificated Unemploymt Ins (SUI)	\$ 844.79	\$ 835.91	\$ 849.99	\$ 866.34	\$ 878.54
Classified Unemployment Ins (SUI)	\$ 269.26	\$ 272.25	\$ 279.45	\$ 283.51	\$ 283.51
Certificated Worker's Comp	\$ 20,781.92	\$ 20,563.46	\$ 20,909.71	\$ 40,884.44	\$ 41,460.18
Classified Worker's Comp	\$ 6,623.74	\$ 6,697.40	\$ 6,874.53	\$ 13,379.57	\$ 13,379.57
Total Employee Benefits	\$ 817,676.64	\$ 789,551.77	\$ 801,547.20	\$ 836,809.43	\$ 842,089.13
Textbooks	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Books other than Textbooks	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Materials & Supplies (Class/Curriculum)	\$ 40,000.00	\$ 40,000.00	\$ 95,268.69	\$ 98,126.75	\$ 101,070.56
Materials & Supplies(Furniture)	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Materials & Supplies (Office)	\$ 6,365.40	\$ 6,638.32	\$ 6,837.47	\$ 7,042.59	\$ 7,253.87
Materials & Supplies (Custodial)	\$ 12,730.80	\$ 13,276.63	\$ 13,674.93	\$ 14,085.18	\$ 14,507.74
Materials & Supplies (Uniforms)	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00

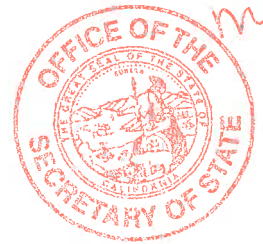
INTEGRITY CHARTER SCHOOL
2020-25 Working Budget

Description	2020-21	2021-22	2022-23	2023-24	2024-25
Fieldtrips	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Computer Software	\$ 64,272.00	\$ 67,027.66	\$ 69,038.49	\$ 71,109.65	\$ 73,242.94
Certificates/Awards	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Refreshmt/Meetings	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Kitchen equipment	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Comp/Periph/AV	\$ 80,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Child Nutrition -Food	\$ 317,935.80	\$ 317,935.80	\$ 317,935.80	\$ 317,935.80	\$ 317,935.80
Total Books & Supplies	\$ 560,804.00	\$ 522,378.41	\$ 586,755.38	\$ 592,299.97	\$ 598,010.90
Travel and Conferences	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Dues and Memberships	\$ 10,609.00	\$ 11,063.86	\$ 11,395.78	\$ 11,737.65	\$ 12,089.78
Property &Liability Insurance	\$ 12,875.00	\$ 13,261.25	\$ 13,659.09	\$ 14,068.86	\$ 14,490.93
Operations & Housekeeping	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Trash	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18	\$ 3,376.53	\$ 3,477.82
Computer Maint & Repair	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
All other Maint & Repair	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Copier - Annual Maint.	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
Equipment rental	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Bldg/Rentals 701 location	\$ 337,652.64	\$ 347,782.22	\$ 358,215.69	\$ 368,962.16	\$ 380,031.02
Bldg/Rentals B&G Club Location	\$ 63,672.48	\$ 64,945.93	\$ 66,244.85	\$ 67,569.75	\$ 68,921.14
Prof/Const Sev & Oper	\$ 122,030.00	\$ 122,030.00	\$ 122,030.00	\$ 122,030.00	\$ 122,030.00
Prof/Const- (Prof. Dev)	\$ 30,000.00	\$ 82,500.00	\$ 82,500.00	\$ 82,500.00	\$ 82,500.00
Other Serv/ Oper. Exp	\$ 17,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Consultants/Lect/Etc (After School Pr)	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00	\$ 163,800.00
X-Rays & Phy Exams	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
County Dept of Ed Servcs	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Attorney Fees	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Audit Expenses	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Advertising	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Other Fees & Notices (Child Nutrition)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Other Fees - District Admin Chrg	\$ 53,665.11	\$ 54,603.03	\$ 56,348.14	\$ 57,818.86	\$ 57,909.39
Other Fees - District Buy Back Serv	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
Other Fees - Synergy SIS	\$ 3,139.00	\$ 3,440.00	\$ 3,483.00	\$ 3,483.00	\$ 3,483.00
Telephone	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Stamps & Postage	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Services, Other Oper. Expenses	\$ 1,286,533.23	\$ 1,332,609.00	\$ 1,347,954.72	\$ 1,362,346.80	\$ 1,375,733.08
TOTAL EXPENSES	\$ 4,945,624.55	\$ 4,874,764.27	\$ 5,062,647.32	\$ 5,158,677.21	\$ 5,207,454.12
Net Gain or Loss	\$ 420,886.55	\$ 585,539.07	\$ 572,166.21	\$ 623,208.31	\$ 583,484.93

Appendix 5:

Articles of Incorporation,
Bylaws, and
Conflict of Interest Code

State of California



SECRETARY OF STATE

I, *Kevin Shelley*, 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

MAY 22 2003



Kevin Shelley
Secretary of State

MAY 22 2003

KEVIN SHELLEY
Secretary of State

ARTICLES OF INCORPORATION
OF
INTEGRITY CHARTER SCHOOL
(A California Non-Profit Public Benefit Corporation)

I.

The name of the Corporation shall be Integrity Charter School.

II.

The Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Non-Profit 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 Integrity Charter School.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

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

Phillip Murray
Spector, Middleton, Young & Minney, LLP
7 Park Center Drive
Sacramento, CA 95825

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons 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 II.

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.

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

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.

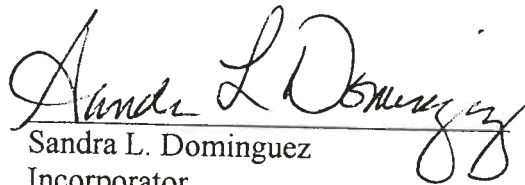
V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or 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(c)(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 shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Dated: 5/20/03


Sandra L. Dominguez
Incorporator



BYLAWS
OF
INTEGRITY CHARTER SCHOOL CHARTER SCHOOL
A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

Section 1. NAME. The name of this Corporation is Integrity Charter School.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this Corporation is located at 701 National City Blvd, National City, County of San Diego, State of California. The Board of Directors may change the location of the principal office. However, a change in the principal office may constitute a material revision to the charter. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The specific purposes of this Corporation are to manage, guide, direct and promote the Integrity 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 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) by a Corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or

the corresponding section of any future federal tax code. 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 Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Integrity 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 Director 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 nonprofit fund, foundation, or Corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501©(3) or if no such nonprofit fund, foundation, or Corporation can be found within a reasonable period of time, to the National School District or other public agency engaged in public education.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. This Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

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 Board of Directors (also known as the "Board of Directors" or "Governance Council"). The Board may delegate the management of the Corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
3. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. **DESIGNATED DIRECTORS AND TERMS.** All Directors, shall be designated by the existing Board of Directors. The Board of Directors shall consist of at least three (3) Directors and no more than five (5), unless changed by amendment to these bylaws.

Section 4. **RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.** No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; 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 Corporation.

Section 5. DIRECTORS TERM. Each Director shall hold office for two (2) years and until a successor Director has been designated and qualified or they are reelected for another term. The first year two members served for two (2) years, one member for one (1) year in order to avoid having an entire new Board each year.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of Directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. No Corporation funds may be expended to support a nominee for Director.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any Director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California NonProfit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of Directors; or (d) the failure of the Directors, at any meeting at which any Director or Directors are to be elected, to elect the number of Directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. REMOVAL OF DIRECTORS. Any Director, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). Any vacancy caused by the removal of a Board designated Director shall be filled as provided in Section 12.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected Director or Directors.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by (1) the affirmative vote of a majority of the Directors then in office at a regular or special meeting of the Board, or (2) a sole remaining Director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of Directors shall not result in any Directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. TELEPHONE OR TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in conference telephone, teleconference or other communication equipment meetings so long as all of the following requirements in the Brown Act are complied with:

- a. Each member participating in the meeting can communicate concurrently with all other members;
- b. Each member is provided the means of participating in all matters before the Board, including the capacity to propose or to interpose and objection to, a specific action to be taken by the Corporation;
- c. All votes taken during a teleconference meeting shall be by roll call;
- d. The teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly.

Section 16. ANNUAL AND REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the third Monday of every month unless that Monday should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday or on the following Monday. The Board of Directors shall hold an annual meeting in August for purposes of organization, election of officers, and transaction of other business. Notice of this meeting is not required if conducted

pursuant to these by laws. The Board may hold regular, special and emergency meetings. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 17. AUTHORITY TO CALL SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, if any, or a majority of the Board of Directors. If a Chair of the Board has not been elected then the President and Chief Executive Officer is authorized to call a special meeting in place of the President of the Board.

Section 18. NOTICE OF SPECIAL OR EMERGENCY MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Notice of the time and place of special meetings shall be given to each Director 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 Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address, email or telephone number as shown on the Corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Brown Act.

Notice of the time and place of special meetings shall be given to all media who have provided written notice to the Integrity Charter School.

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 Brown Act.

Section 19. QUORUM. A majority of the Directors 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 Directors present at a duly held meeting at which a quorum is present shall be an act of the Board. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 21. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation, for their services as Directors or officers, and only such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to

the Corporation at the time that the resolution is adopted.

Section 22. CREATION OF POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, to serve at the pleasure of the Board. Committees may be structured so that they report to the Integrity Charter School Executive Director. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of Directors. The Board of Directors may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors resolution, except that no committee may:

- (a) Fill vacancies on the Board of Directors or any committee of the Board;
- (b) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (c) Amend or repeal bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the Board of Directors that by its express terms are not so amendable or subject to repeal; or
- (e) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (f) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except a special approval is provided for in Corporations Code section 5233(d)(3).

The Board may also create one or more advisory committees composed of Directors and non-Directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No Director shall be personally

liable for the debts, liabilities, or other obligations of this Corporation.

Section 25. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 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 this Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chair of the Board and a Vice-Chair, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article IX, Section 4 of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President and the Chair of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the by laws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 7. 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 8. CHAIRMAN OF THE BOARD. If a Chair of the Board of Directors is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board shall also be the chief executive officer and shall have the powers and duties of the president of the Corporation set forth in these bylaws. If a Chair of the Board of Directors is elected, there shall also be a Vice-Chair of the Board of Directors. In the absence of the Chair, the Vice-Chair shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chair of the Board, if any, and subject to the control of the Board, the President 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 contract, agreement, or job specification. The President shall preside at all members meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors meetings. The president shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If Vice-Presidents are appointed, and if the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, 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-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or by bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer 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 Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law,

by these bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (ii) disburse the Corporation's funds as the Board of Directors may order; (iii) render to the President, Chair of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors 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 Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. **CONTRACTS WITH DIRECTORS AND OFFICERS.** The Corporation shall not enter into a contract or transaction in which a Director 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 Directors are Directors and have a material financial interest).

ARTICLE X LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This Corporation shall not lend any money or property to or guarantee the obligation of any Director or officer; provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XI INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code section 5238(a), including persons formerly occupying any such positions,

against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c), the approval of such indemnification may be made by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by this Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this Corporation.

ARTICLE XII INSURANCE

Section 1. **INSURANCE.** This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

ARTICLE XIII MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This Corporation shall keep:

(a) Adequate and correct books and records of account;

(b) Written minutes of the proceedings of its Board and committees of the Board; and

(b) Such reports and records as required by law.

ARTICLE XIV INSPECTION RIGHTS

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every Director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. 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. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the Director's interest, as a member. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This Corporation shall keep at its principal California office the original or a copy of the Article of Incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XV REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to each Director within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The Corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and

(f) An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The Corporations shall comply with Corporations Code section 6322.

ARTICLE XVI EFFECTIVE DATES; AMENDMENTS

Section 1. EFFECTIVE DATE. These bylaws and any amendments shall become effective immediately upon their adoption.

Section 2. AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these bylaws by a majority of the Directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

Amended: February 22, 2021

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Integrity Charter School, Inc, a California Nonprofit Public Benefit Corporation, that these Bylaws, consisting of 13 pages, are the Bylaws of the Corporation as amended by the Board of Directors on February 22, 2021.

Executed on February 22, 2021 at National City, California.

Rosa Mendez, Secretary

CONFLICTS OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974
(GOVERNMENT CODE §§ 87100, ET SEQ.)

I. Adoption

The Governing Board hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of Integrity Charter School (“School”).

II. Definitions

“Designated Employees” are officers and employees of the School, 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. The designated positions are listed in Exhibit “A” attached to this policy and incorporated herein by reference.

“Common Directors” are those Board members that sit on the Board of Directors of the School and the board of directors of another corporation with which the School is considering entering a contract or transaction.

“Financial Interests” are when directors, officers and/or employees, or their family members, are compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director. A director, officer and/or employee also has a Financial Interest if the person has, directly or indirectly, through business, investment or family: 1) an ownership or investment interest in any entity with which the Organization has a transaction or arrangement; 2) a compensation agreement with any entity or individual with which the School has a transaction or arrangement; or 3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

III. Disclosure Statements

A. Statement of Economic Interest

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 by participation in the decision 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.

Contents of Statements

Initial Statements: Initial Statements shall disclose any reportable investments, interests in real property, business positions held on the effective date of the Code and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, business positions, interests in real property held on, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

Annual Statements: Annual Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.

Leaving Office Statement: Leaving Office Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

Timing of Filings

An initial Statement shall be filed by each designated employee within 30 days after the effective date of the Code. Thereafter, each new designated employee shall file a Statement within 30 days after assuming office. Each designated employee shall file an annual Statement by April 1. Every designated employee who leaves office shall file a Statement within 30 days of leaving office.

Statements Filed With the Charter School

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. 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 Charter School's code reviewing body.

B. Common Director Disclosure Statement

At the commencement of an individual's term with the Charter School and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member or committee member that are not otherwise disclosed in the Statement of Economic Interest.

IV. Disqualification

Designated Employees: No Designated Employee may make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision when he/she knows or has reason to know he or she has a disqualifying financial interest. A Designated Employee has a "disqualifying financial interest" if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, directly on the Designated Employee or a member of his or her immediate family or

on:

- Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth two thousand dollars (\$2,000) or more.
- Any source of income totaling five hundred dollars (\$500) or more provided or promised to the designated employee within twelve months prior to the decision.
- Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or holds any position of management.
- Any business entity that is a parent or subsidiary of, or is otherwise related to, a business entity in which the designated employee has an interest.
- Any donor, or intermediary or agent of a donor, of a gift or gifts totaling \$460 or more in value provided to, promised to, or received by the designated employee within twelve months prior to the time when the decision is made.
- Any investment or interest owned by the spouse or dependent child of the Designated Employee, by an agent on behalf of the Designated Employee, or by a business entity or trust in which the Designated Employee, his/her agents, spouse and dependent children own directly, indirectly or beneficially at least a 10% interest.

Common Directors: No Common Director may make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which involves the Common Director's other directorship.

Interested Directors: Not more than 49 percent of the persons serving on the Board of the Charter School may be Interested Directors.

Manner of Disqualification

Designated Employees and Common Directors: When a 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 the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board's official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member's disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be must be confirmed in the affirmative prior to the Board's acceptance of a

contract or transaction with a Designated Employee or Common Director:

- That the transaction is entered into for the benefit of the Charter School;
- That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Employees and Common Directors shall not be counted toward achieving a quorum while the item is discussed.

Adopted: **March 2017**

Amended:

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. Members of Committees of the Governing Board¹
 - D. Director of Charter School
 - E. Assistant Director
 - F. Chief Business Officer
 - G. Director of Personnel Services
 - H. Assistant Director of Personnel Services
 - I. Consultants²
 - J. Other Employees³
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of Exhibit B.
- A. Purchasing Manager
 - B. Assistant Business Officer
 - C. Other Employees⁴
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Exhibit B.
- A. Information Systems Technician
 - B. Contractor
 - C. Other Employees⁵

¹ This category must be included if the committee has members that are not otherwise covered by the other identified categories and the committee possesses decision making authority. Decision making authority is present when the committee: a. may make a final decision; b. may compel a governmental decision or it may prevent a decision either by reason of an exclusion power to initiate the decision or by reason of a veto that may not be overridden; or c. makes substantial recommendations that are, and over an extended period have been, regularly approved without significant amendment or modified by another designated employee.

² A consultant will occupy a “designated position” when he/she is contracting with the agency to do the following: 1) Make a governmental decision wither to, among other things, (a) authorize the agency to enter into, modify or renew a contract provided it is the type of contract that requires agency approval; (b) grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (c) grant agency approval to a plan, design, report, study or similar item; or (d) adopt or grant agency approval of, policies, standards or guidelines for the agency or for any subdivision thereof; or 2) Serve in a staff capacity with the agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a designated position.

³ “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.

⁴ “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.

⁵ “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 within the geographical service area of the School, 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 \$2,000.

(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 (including gifts, loans and travel payments) 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 geographical service area of the School.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the geographical service area of the School.

(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 \$2,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$500 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 persons or business entities (including gifts, loans and travel payments) 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 persons or business entities (including gifts, loans and travel payments) 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.

Appendix 6:

State of California Certificate Of Status

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

INTEGRITY CHARTER SCHOOL

FILE NUMBER: C2535980
FORMATION DATE: 05/22/2003
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of July 18, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

Appendix 7:

Leadership Team Members

School Leadership Team (SLT)

Dr. Susie Fahey, Executive Director

Mrs. Teresa Hart-Sanchez, Assistant Director

Mrs. Kathryn Culbertson, Instructional Lead Teacher

Mrs. Jamie Pekras, Instructional Lead Teacher

Mrs. Melissa Wright, Curriculum and Testing Coordinator

Instructional Leadership Team (ILT)

****Teachers will serve on ILT for a period of 2 years. Names below reflect 2021-2022 Team Members.****

Dr. Susie Fahey, Executive Director

Mrs. Teresa Hart-Sanchez, Assistant Director

Mrs. Kathryn Culbertson, Instructional Lead Teacher

Mrs. Jamie Pekras, Instructional Lead Teacher

Mrs. Melissa Wright, Curriculum and Testing Coordinator

Mrs. Dalila Rodriguez, Classroom Teacher

Mrs. Tiffany Brink, Academic Support Teacher

Mrs. Kristin Haw, Academic Support Teacher

Ms. Silvia Oliveros, Classroom Teacher

Mrs. Melanie Jose, Social Emotional Learning Teacher

Mrs. Ruby Elliott, Classroom Teacher

Appendix 8:

Board of Directors Biographies

Integrity Charter School Board Member Biographies

Mr. Sam Caldera
ICS Board President
Board Director since 2003

Mr. Caldera is committed to National City. As a resident of National City, Mr. Caldera strives to improve the education for all children. Mr. Caldera became a Board Director because he believes the school board is directly responsible for improving our school system and helping to make it a place of pride for all those involved – the students, teachers, staff, administrators, and constituents. He especially appreciates the hard work and dedication of all teachers.

Mrs. Lorey Hernandez-Portilla
ICS Board Treasurer
Board Director 2016

Ms. Hernandez-Portilla is a dedicated person in everything that she does. She enjoys interacting with others. Currently Ms. Hernandez- Portilla works from home because her priority is her family and her children's success in education and life. She believes being involved with the school Board and all aspects of the school, she helps not only her children but the community as well. Currently serving as Board Treasurer, Ms. Hernandez Portilla is a dedicated parent at Integrity Charter School.

Mrs. Rosa Maria Mendez
ICS Board Secretary
Board Director since 2019

Mrs. Mendez is currently serving as Board Secretary. She has been a teacher for 14 years and is currently teaching sixth grade in the Lemon Grove District. She is a passionate advocate for students and teachers. Ms. Mendez is dedicated to the students at Integrity Charter School as she is a former teacher of Integrity Charter School. She wholeheartedly believes in Integrity Charter School's Mission of preparing our youth for the future and preparing them with the skills needed to be Caring, Courteous, Respectful, Responsible and Civic minded adults.

Mr. John Collins
Board Director since 2016

Mr. Collins is a U.S. Navy, Vietnam War Veteran, with 30 years of active military service experience. He currently resides in National City with his wife and 2 sons. One of which is a

student at Integrity Charter School. As a National City resident, Mr. Collins is committed to ensure all children receive a quality education. Mr. Collins believes that being a school board director is valuable in making decisions for the betterment of our community and our world by equipping them with the skills that they need for future success.

Mrs. Leonor Garcia-Rodriguez
Board of Director Since 2015

Mrs. Garcia-Rodriguez is an active member in National City among other organizations. She believes everyone has a responsibility for the overall operation of the schools in National City. Mrs. Garcia-Rodriguez has served as ICS Board Treasurer. Ms. Garcia-Rodriguez has been an active parent volunteer on several committees such as ELAC, SSC and LCAP. She is dedicated to providing excellent academic coursework for all students.

Appendix 9:

Job Descriptions

Integrity Charter School
Executive Director/Chief Executive Officer
Job Description

The Executive Director/Chief Executive Officer is the key management leader of Integrity Charter School. The Executive Director is responsible for the effective general administration of all instructional, business, or other operations of the school. He/She is responsible for all programs and the strategic plan of the organization. Other key duties include fundraising, marketing, and community outreach. The position reports directly to the Board of Director.

The Executive Director/Chief Executive Officer supervises all school operations in accordance with Board policies. Although the Executive Director/Chief Executive Officer may delegate appropriate powers and duties so that operational decisions can be made at various administrative levels, he/she is responsible for the execution of these powers and duties and will establish administrative regulations as needed to manage the school.

Duties related to the Board

The Executive Director/Chief Executive Officer:

1. Advises the Board on the need for new and/or revised policies and makes policy recommendations based on data and input from staff and advisory committees.
2. Submits to the Board recommendations relative to all matters requiring Board action, together with the materials needed for informed decisions.
3. Reports periodically on all school operations.
4. Conducts special studies requested by the Board.
5. Secures legal opinions when needed.
6. Submits staff members' communications to the Board or to Board committees at regular Board meetings, with or without recommendations.
7. As advisor to the Board, prepares the agenda, handles Board correspondence, and maintains all Board records, contracts, securities and other documents.

Duties related to Staff:

The Executive Director/Chief Executive Officer:

1. Directs the employment and assignment of administrative staff and coordinates administrative staff activities.

2. Selects and recommends, with the assistance of an interview team, to the board the best qualified and most competent candidates for employment, in accordance with nondiscrimination policy and affirmative actions plans.
3. Advises the Board regarding the leave, classification, resignation, promotion, suspension or dismissal of school employees.
4. Arranges and conducts the evaluation of each staff member.
5. Assigns personnel within the school in accordance with Board policy.
6. Maintains appropriate channels of communication within the school and ensures that staff is informed of relevant federal, state, and county laws, charter policies, regulations and procedures, and matters related to the improvement and welfare of the school.

Duties related to Students

The Executive Director/Chief Executive Officer:

1. Enforces compulsory attendance laws.
2. Handles student discipline in accordance with Board policy.
3. Under appropriate circumstances, recommends to the Board a student's suspension or expulsion.

Duties related to the Educational Program

The Executive Director/Chief Executive Officer:

1. Analyzes student assessment data to determine areas of student needs and drive decisions regarding purchase of and implementation of curriculum and materials.
2. Works with credentialed staff to properly implement and align all purchased materials with common core standards in all curricular areas.
3. Responsible for implementing all required actions, documenting, and reporting mandated requirements concerning Program Improvement in a timely manner.
4. Oversees all required state and local mandated testing.

5. Oversees student IEP and RTI processes ensuring follow through and compliance.
6. Embody, advocate for, and execute on the mission, vision and strategic direction of Integrity Charter School.
7. Extensive knowledge of and experience with curriculum development and developmentally based educational programs.
8. Monitor and analyze student performance data and prepare reports.
9. Outreach to community and school district about our model and develop support systems,

Duties related to Non-instructional Operations

The Executive Director/Chief Executive Officer:

1. Seeks and identifies and applies for all sources of income and funding including but not limited to: Title I, Title III, Charter School Facilities Grant, any other federal and state programs, and any available grants in a timely manner.
2. Coordinates School Site Council and ELAC as required.
3. Maintains and updates adequate census and scholastic records, business and property records, and personnel records.
4. Submits to the Board periodic financial and budgetary reports which identify the school's outstanding obligations.
5. Annually prepares and submits to the Board the school's budget for the upcoming year, revises this budget or takes other related actions as the Board designates.
6. Responsible for annual school audit and reports findings to the board.
7. Approves all expenditures in accordance with Board policy and within Board-approved appropriation limits.
8. Responsible for completion, submission, and posting of annual School Accountability Report Card.
9. Makes recommendations to the Board regarding the maintenance, safety, improvement and/or expansion of school facilities, sites and equipment.
10. Develops instructions and regulations governing the use and care of school property for school purposes.

Duties related to the Parents

The Executive Director/Chief Executive Officer:

1. Coordinates parent education activities to increase parent participation.
2. Keeps parents informed of school related activities and information through newsletters or other forms of communication.
3. Meets with parents to inform them of their student's progress and problems as needed.

Duties related to the Community

The Executive Director/Chief Executive Officer:

1. Represents and advocates for the Board in relationships with the authorizing district.
2. Represents and advocates for the Board in relationships with the 701 National City Blvd Fund, the facility lessor and Integrity Educational Foundation.
3. Represents and advocates for the Board in relationships with city, county and state governments, private agencies and the school community.
4. Sees that the community is informed about school matters through appropriate informational materials.
5. Participates in appropriate community organizations and functions to obtain support for the attainment of school goals.
6. Hears complaints against the school and resolves controversies between employees or between employees and students or parents/guardians and reports to the board.

The Director will perform other duties as required.

Integrity Charter School

ASSISTANT DIRECTOR

JOB DESCRIPTION

All employees and volunteers at Integrity Charter School work together to fulfill the Integrity Charter School's mission statement. The thoughts reflected in this description provide structure to the responsibilities and accountabilities for this position; however, Integrity Charter School expects to employ professionals who will work beyond job descriptions, creating both a fulfilling career environment and very successful outcomes for our students. Values we hold high are: respect, responsibility, trustworthy, honesty, diligence, open communication, fairness, courteous, civic minded, and caring; and we expect to see them evidenced in our staff, parents, and students.

I. POSITION PURPOSE

With an overall focus on maximizing academic achievement for all students, the Assistant Administrator is responsible for supporting the quality of instruction and creating, maintaining and developing a positive school climate as well as assist the Director as the educational leader; plan and directs the instructional programs and school plant operations; participate in staff, student and community activities; organize, direct, evaluate and supervise assigned certificated and classified staff.

II. MAJOR DUTIES AND RESPONSIBILITIES

The following list of major duties and responsibilities may not fully represent the exact responsibilities of any one Assistant Administrator. There may be additional different elements of the job which are not included in this checklist.

1. Must demonstrate his/her ability as the lead learner:
 - a) Knowledge of the students and their families, including their background and aspirations.
 - b) Knowledge of the local community in which the students and their families live and work. Since one of our missions goals is to connect school learning with the world outside school, it is vital that the assistant administrator have a growing understanding of the community to assist students and staff in making these connections.
2. Promote a collaborative team culture among all staff with the focus of accomplishing the mission and vision of the school.
3. Assists the Director in serving as an educational leader of the school by initiating proposals, expanding opportunities for the school to accomplish its goals and inspiring others to work towards high standards.

4. Conduct and organize yearly program evaluation by managing the process of analyzing assessment data to improve student achievement in meeting the California State Standards, the school goals and measurable outcomes.
5. Assist in the development and implementation of Board policies.
6. Support all staff by encouraging and providing opportunities for their professional development.
7. Responsible for the supervision and evaluation of assigned staff.
8. Assists the Director with ensuring timely reporting to the charter authorizer of necessary reports and documents as specified in the charter.
9. Assists the Director in preparing and conducting charter renewals.
10. Assists the Director in preparing LCAP and LCFF
11. Implement the academic goals outlined in the school's LCAP and Strategic plan
12. Lead Lesson Study which allows teachers to see colleagues in their classrooms and learn best practices
13. Review unit plans, lesson plans (emergency lesson plans), syllabi, and other instructional materials
14. Character education and bullying prevention programs
15. Participates in the development and evaluation of curriculum
16. Supervises operations in the Director's absence
17. Assists in the development and support of school schedules, classroom support schedule, and additional curricular schedules which address school-wide goals and supervision
18. Maintains high standards of student conduct and enforces discipline as necessary,
19. Attends school-related activities and events to oversee student behavior and achievements
20. Generates and maintains accurate discipline records
21. Assists the Director in the recruiting, screening, background check and reference checks and recommends and assigns school staff. Is familiar with hiring statutory laws and state regulations.
22. Supports the new hire/recruiting process by properly completing job requisition form, offer letter request, and other items as needed, and secure all the required paperwork (applications and Release forms).
23. Maintains personnel files in a confidential manner.
24. Conducts new employee orientation. Insures the signed Employee Handbook acknowledgement has been received.
25. Supports the Director in disciplinary actions, coach & counsels, exit interviews, etc... as requested.
26. Assists the Director in promoting on-going, two-way communications with relevant audiences (i.e., students, staff, parents, community residents) to enhance the educational program provided by the school.
27. Assists the Director in utilizing the resources of the school and community to enhance the educational program
28. Serves as a member of such committees and attends such meetings as directed by the Director

29. Accept other responsibilities as assigned by the Director/Principal.

III. EMPLOYEE QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Must have a valid CA administrative credential.
2. Demonstrated successful teaching experience at Integrity Charter School.
3. Teaching and Coaching experience preferred.
4. Knowledge of and commitment to character development, bullying prevention and anti-harassment programs
5. Demonstrated initiative and skills in the following areas: relationship and community building, communication, conflict resolution, creativity, problem solving, decision making and time management
6. Strong organizational and coordination skills
7. Strong self-starter; able to work with limited direction
8. Excellent verbal and written communication skills are required
9. Resourceful in generating creative solutions to problems
10. Ability to apply superb judgment

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The hours may be long when specific needs arise, thus some extended schedules will be necessary. This is a position that must attend the needs of staff, Administrators, Integrity Charter School Board of Directors and parents. Work may consist of ten (10) plus hour days with Weekend work required from time to time. Integrity Charter School is a dynamic school subject to changing work environments, adaptation of new educational principles and values, and evolving culture. Adaptability to change is essential.

PHYSICAL DEMANDS

- Agility and ability to quickly move in a school environment where children are present.
- Light work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.



JOB DESCRIPTOR

INSTRUCTIONAL LEAD TEACHER

Purpose: To improve instruction by providing teachers with new strategies for teaching and learning. Supporting teachers in the effective implementation of best practices related to instruction. LCAP Year 1 focus-Literacy/Units of Study; Year 2 focus-Mathematics; Year 3 focus-Other Subject Areas as identified.

The Instructional Lead Teacher is directly responsible to the Director. The Instructional Lead Teacher must be able to perform tasks involving sitting, standing, and walking for prolonged periods of time. Vision, hearing, written, and verbal communications are essential functions in performing required tasks, duties, and responsibilities.

Responsibilities and Duties:

1. Work with all teachers to help implement research-based strategies identified in the School Improvement Plan and LCAP.
2. Plan, research, and implement professional development in research-based strategies and interventions with teachers.
3. Model effective strategies; teach demonstration or collaborative lessons in the classroom, and coach effective research-based instructional strategies in classrooms.
4. Provide support, coordination, and facilitation for co-teaching teams focusing on LCAP subgroups.
5. Provide support, coordination and facilitation for developing and revising Units of Study.
6. Lead and coordinate teachers in analyzing both formative and summative assessments, and facilitate the implementation of differentiated instruction based upon the data to increase student achievement for students.
7. Serve as a resource for teachers and co-teaching teams by researching and recommending strategies, ideas, or materials that can enhance instruction and support students failing or at risk of not meeting academic standards.
8. Meet regularly with PLC teams and the director to report on instructional practices and progress while also planning for “next steps” of student and school improvement.
9. Monitor student progress through the identification and support of specific areas of need.
10. Seek ways to collaborate with the administration and the teachers in designing, developing, implementing, and evaluating the instructional goals of the school’s improvement plan.
11. Be responsible for any other administrative duties or responsibilities that may be assigned.

Qualifications:

1. Hold California teaching certificate.
2. Minimum of seven years of successful teaching experience.
3. Posses teaching experience resulting in an extensive repertoire of knowledge of Scientifically Based research, instructional strategies, the teaching of various content areas and evaluation and performance assessment.
4. Ability to work well with students, parents, staff, and the community.
5. Strong leadership and collaborative skills.
6. High integrity, excellent character, and good professional



The Coordinator of Curriculum and Assessment will work to support a comprehensive assessment and instructional program K-8 in all core subject areas. The Curriculum and Assessment Coordinator should have deep knowledge of best instructional practices for all content areas, assessment knowledge, the ability to analyze and make instructional shifts using data. The Curriculum and Assessment coordinator is responsible for providing instructional leadership across subject areas.

Position objectives include: studying, evaluating, and implementing research-based curriculum and instruction; providing leadership in the development, articulation, and implementation of an instructional program; improving the instructional program by assisting with program training and evaluation; and assisting in the coordination of relevant staff development. In addition, the position includes developing and creating local assessments for Grades K -8 and to support the administration of State assessments.

The Curriculum and Assessment Coordinator is directly responsible to the Director. The Curriculum and Assessment Coordinator must be able to perform tasks involving sitting, standing, and walking for prolonged periods of time. Vision, hearing, written, and verbal communications are essential functions in performing required tasks, duties, and responsibilities.

Responsibilities and Duties:

1. Together the Director and Curriculum and Assessment Coordinator works with staff to study the Curriculum and makes recommendations regarding the courses of study, major changes
2. Advises Director regarding possible teacher needs for staff development and/or training as per observations while working in classrooms or with student groups
3. Compile, maintain, and file all reports, records, and other documents related to the local and state assessments
4. Order curriculum as needed.
5. Coordinate the local assessment program to improve student achievement and provides guidance in the interpretation of local assessments
6. Oversee the development of local assessments for the core subject areas, ensuring that each assessment meets standards
7. Works with teachers to identify at risk students
8. Works with teachers to assess students' levels and form groups for instruction
9. Works with teachers to assess students' ELD levels and form groups for ELD instruction as appropriate and/or develop strategies to address ELD needs

10. Sets and Leads the Student Study Team meetings. Schedules and works with teachers to provide multiple levels of support for students
11. Serves as resource to classroom teachers for assistance in any areas of master teacher's expertise
12. Orders and oversees administration of required State testing, including, but not limited to: ELPAC and CAASPP testing.

Qualifications:

1. Hold California teaching certificate.
2. Minimum of seven years of successful teaching experience.
3. Possess teaching experience resulting in an extensive repertoire of knowledge of Scientifically Based research, instructional strategies, the teaching of various content areas and evaluation and performance assessment.
4. Ability to work well with students, parents, staff, and the community.
5. Strong leadership and collaborative skills.
6. High integrity, excellent character, and good professional

JOB DESCRIPTION Integrity Charter School

Classroom Teacher – Grades K-8

Our children and parents deserve the best education possible in a system that promotes opportunity and choice. Integrity Charter School is intended to provide an environment where accountability, flexibility, innovation, parent choice, parent-teacher involvement, and public-private partnerships can work together to provide a better future for our children.

Integrity Charter School's mission is to provide educational choice to parents of children in grades K-8 in National City, CA and the neighboring area. Integrity Charter School will equip students with strong skills in reading, writing, and mathematics as well as the skills necessary to become caring, courteous, responsible, respectful, and civic-minded adults. By providing a small school environment and through partnerships with the home and community, Integrity Charter School will enable students to be successful leaders of their family, school, and community.

School wide Expectations:

- Function with other staff in a collaborative, team oriented style
- Cares for students including respect for differences and uniqueness
- Patient and appropriately uses humor
- Professional Attire
- A work ethic that includes determination and flexibility
- An understanding of and willingness to exercise effective leadership
- Belief that a successful learning process is a collaborative effort
- Sensitive to gender differences and special needs
- Lead Teachers received a stipend of \$3,500.00.
- Skilled in providing input and receiving feedback regarding professional growth and performance
- Open to innovative approaches to meeting educational goals
- Maintain an open door policy in order to strengthen school/community ties
- Participate in lesson study sessions
- Collaborate with all staff members
- Collaborate with other teachers and administrators in the development, evaluation and revision of school programs
- Attend professional meetings and teacher training workshops in order to maintain and improve professional competence

- Attend staff meetings, serve on committees and participate in after hours family night as required
- Monitor students during recess, morning and afternoon duty
- Support small group of students in assigned classroom for 1 hour per week
- Select, store, and inventory classroom equipment, materials and supplies
- Maintain a current classroom webpage
- Plan and schedule Field Trips connected to student learning. (2 per grade level)
- Implement all areas of Integrity's charter agreement
- Sponsor extracurricular activity such as a club, student organization and academic contest
- Use of Data to inform instruction
- Maintain Gradebook and grading on Synergy system
- College and Career preparedness by visiting 1 college campus (K-8)
- Enforce administrative policies and rules governing students

Classroom Expectations:

- Maintain a clean and safe environment
- Create a year-long plan for instruction based on your grade level
- Weekly lesson Plans that are kept on teacher's desk and are available upon request of administration
- Prepare units, lessons and materials for class activities
- Implement strategies that foster higher level thinking skills
- Use of the Developmental Studies Center curriculum of Making Meaning and Caring School Community
- Develop character education through books, class meetings, lessons and by example
- Use Systematic Instruction in Phonemic Awareness, Phonics and Sight Words (SIPPS) in grades K-3
- Use GLAD strategies
- Implement a specified English Language Development time
- Establish clear objectives for all lessons, units and projects and communicate those objectives to the students
- Assign classwork and homework
- Provide whole group, small group and individual instruction and learning opportunities
- Observe and evaluate students' academic performance, behavior, social development, and physical health on a regular basis
- Differentiate instruction

- Implement additional instructional supports throughout the day, after school or before school for students who are in need of extra support
- Plan for a balanced program of instruction, demonstration, and independent practice that provides students with opportunities to observe, question and investigate
- Use data gathered from formative and summative assessments and class work to plan lessons and monitor student progress
- Implement Response to Intervention
- Create specific year-long goals for each student and maintain evidence of progress through student work portfolios
- Maintain accurate and complete student records as required by laws, school policies, and administrative regulations
- Confer with parents or guardians, teachers, counselors and administrators to discuss students' academics and behavior
- Maintain a parent/teacher contact log
- Organize and label materials and display students' work
- Plan and supervise class projects, field trips, visits by guest speakers or other activities
- Input student performance data every trimester as required
- Use computers, audiovisual aids and other technologies in teaching and learning
- Establish and enforce classroom and school rules for behavior and procedures for maintaining order among all students

Job Performance Factors

1. Knowledge of California Standards for the Teaching Profession
2. Knowledge of California's Common Core State Standards for English Language Arts and Mathematics, Content Standards in Science, History-Social Science, and visual and performing arts
3. Familiarity with effective teaching methods and ability to communicate methods to parents
4. Knowledge of child development specifically physical, emotional, and developmental patterns
5. Teach/work in a collaborative environment and ability to communicate effectively
6. Professional standards in manner, appearance, speech, and conduct
7. Communication skills that are positive and reflect a servant leadership approach
8. Support and create a school community with parents, students and staff
9. Include parents as a resource and inclusive of school community
10. Ability to utilize conflict resolution skills and model skills for students and staff

11. Use organizational skills to meet the needs of classroom
12. Open to innovative approaches in meeting educational goals
13. Capable of working with small/large classroom groups/community events
14. Evidence of effectiveness in teaching
15. Use positive discipline and skilled classroom management techniques

Licenses, Certifications, Bonding and/or Testing Required:

Valid California Teaching Credential
Valid California Drivers License
Criminal Justice Fingerprint Clearance.
Tuberculosis Test Clearance
First Aid and CPR Certification

I agree to the above

Date



Job Description

ACADEMIC SUPPORT TEACHER

DEFINITION

Under direction, facilitates and coordinates the implementation of a K-8 classroom intervention program, provides special instruction to individuals and small groups of students with identified needs; and does other related functions as required. This position is directly responsible to the Director.

DISTINGUISHING CHARACTERISTICS

This position classification requires subject matter expertise commonly associated with teaching and instruction. Directly related teaching and instruction experience is required to perform problem analysis using prescribed principles, methods and concepts. A teacher in this classification performs decision analysis and makes decisions of considerable consequence, in determining how best to aid students in the learning processes. The functional role of this position classification requires the application and interpretation of data, facts, procedures and policies. As a teacher in our school, you'll create individualized educational plans based on each student's needs and evaluate their progress through classwork and assessments. The incumbent meets frequently with school administrators, parents, other teachers, and internal staff to communicate information, data and alternative problem solutions.

School wide Expectations:

- Function with other staff in a collaborative, team-oriented style
- Cares for students including respect for differences and uniqueness
- Patient and appropriately uses humor
- Professional Attire
- A work ethic that includes determination and flexibility
- An understanding of and willingness to exercise effective leadership
- Belief that a successful learning process is a collaborative effort
- Sensitive to gender differences and special needs
- Skilled in providing input and receiving feedback regarding professional growth and performance
- Open to innovative approaches to meeting educational goals
- Maintain an open-door policy in order to strengthen school/community ties
- Participate in lesson study sessions
- Collaborate with all staff members
- Participate in Professional Learning Community at a designated time
- Collaborate with other teachers and administrators in the development, evaluation and revision of school programs
- Attend professional meetings and teacher training workshops in order to maintain and improve professional competence
- Attend staff meetings, serve on committees and participate in afterhours family night as required – **Back to School Night, Fall Festival, Winter Concert, Academic Night, Talent Show, Upper Grade Social**
- Participate in designated evening parent/teacher conferences (5-7 p.m.) at the end of each reporting period
- Participate in student led Parent/Teacher conferences.

- Monitor students during recess, morning and afternoon duty
 - Select, store, and inventory classroom equipment, materials and supplies
 - Maintain parent communication through technology: School website, Dojo Class, “Remind”, etc.
 - Implement all areas of Integrity’s charter agreement including curriculum and school anchors.
 - Sponsor extracurricular activity such as a club, student organization or academic contest
 - Use of Data to inform instruction
 - College and Career preparedness by visiting 1 college campus (K-8) and create a College Unit of Study
 - Participate in monthly book study
 - Enforce administrative policies and rules governing students

ESSENTIAL DUTIES

- Provides individual and small group instruction designed to meet individual needs and motivate students in the classroom setting.
- Provides learning experiences and teaches the course of study prescribed by Integrity Charter Schools approved curriculum including technology.
- Develops lesson plans and uses instructional materials suitable for verbal and/or visual instruction of students with a wide range of intellectual, physical and emotional maturity.
- Establishes and maintains standards of student behavior required to achieve effective participation and learning in all activities.
- Models and encourages students to understand and adopt the use of proper social habits.
- Evaluates the educational progress of students in terms of class work and attainment of proficiency levels; and the educational growth in relation to the student's ability, attitude, interests and conduct.
- Provides appropriate instruction and activities for students to meet school/District policies, goals and objectives.
- Avails self to students, parents and staff for education-related purposes outside the instructional day.
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through Inservice education activities.
- Participates cooperatively with the appropriate administrators to develop the method by which she/he will be evaluated in conformance with District guidelines.
- Selects and requisitions materials necessary to provide appropriate learning experiences.
- Maintains records as required by the school, District and/or state and makes appropriate reports as directed.

- Participates in school-wide supervision of students during out-of-classroom activities.
- Participates in faculty meetings, committees and the sponsorship of student activities.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, theories, methods, techniques and strategies pertaining to teaching and instruction of elementary students;
- Child growth and development and behavior characteristics of elementary students;
- Educational curriculum and instructional goals and objectives, and the educational trends and research findings pertaining to student educational programming;
- Behavior management and behavior shaping strategies, techniques and methods, and conflict resolution procedures;
- Socio-economic and cultural background differences of the general school population;
- Technology including computers and computer programs.

Ability to:

- Plan, organize, develop, and enthusiastically conduct a comprehensive teaching and instruction program for pupils in grades K to 8, or a combination of these grades;
- Apply concepts and abstract learnings to practical situations;
- Provide effective learning experiences for students with a wide range of socio-economic and cultural backgrounds and with varying mental, social and emotional levels;
- Effectively assess the educational needs of students and design, develop and implement sound individualized educational plans;
- Provide an attractive, inviting and stimulating learning environment;
- Perform research and development activities pertaining to related elementary curriculum and instruction programs, pilot projects and innovative programs designed to enhance student educational opportunities and experiences;
- Communicate effectively in oral and written form using grammatically correct language;
- Understand and carry out oral and written directions with minimal accountability controls;
- Establish and maintain cooperative and effective working relationships;



Job Description

Financial Officer Integrity Charter School

The Financial Officer ensures the short and long term prudent fiscal operation of the school, including management of all assets and liabilities; leads the division in implementing best practices in public sector financial management and planning; manages and provides oversight for all financial and related services; collaborates with the Director to lead the budget process and communicate with all stakeholders; administers the distribution of financial resources in accordance with allocations determined by the School Board and administration. The Financial Officer also acts as the schools Food Service Director, overseeing the cafeteria and meal distribution and ordering. This job reports to the Director.

FINANCIAL OFFICER

- Prepare Annual school budget. Organizes budget and financial material to monitor expenditures and maintains accurate fiscal records for a variety of programs. Maintains a variety of files.
- Collect, deposit and account for money collected in conjunction with fund-raising and other student and school activities.
- Administer a revolving cash fund. Issues receipts for reimbursement.
- Processes payroll for certificated and classified personnel. Maintain absence records and reports with respect to personnel.
- Perform employee health care enrollment procedures and corresponding accounting tasks.
- Support the annual audit preparation and schedules for 990 filing as required.
- Provides information over the phone or in person to parents, students or school personnel as appropriate; routes calls to appropriate personnel as necessary.
- Create requisitions, receive, store and distributes supplies and office materials. Maintain materials and supply inventory.
- Report and schedules necessary repairs to buildings and equipment.
- Participates in the registration of students and related activities as assigned.
- Order, sale to students and maintain inventory of School Uniforms.
- Cover front desk during Office Assistance's Lunch when needed.
- Provide general assistance and problem solving help to teachers and classified personnel.
- Serves as the Food Service Director
 1. Prepare National School Lunch Program Renewal Application.
 2. Prepare Vendor Fact Sheet, study bids from private Vendors to choose the one that meets with nutrition standards and pricing is within our budget. Get a contract from them.
 3. Process free/reduced meal applications following State guidelines, notifying families.
 4. Make application verifications in compliance with State regulations.
 5. Calculate meals needed and place order to lunch vendor.
 6. Prepare weekly lunch selection and check off lists to review and monitor meal counts.
 7. Work closely with vendor to ensure the School is receiving the best quality of food and correct quantities ordered to ensure breakfast and lunch availability for students.
 8. Prepare monthly and annual accounting reports, including: Claims for Reimbursement, Monthly balance for students, and other District and Governmental reports as needed.

9. Prepare weekly deposits; collect reimbursement for NSF cafeteria checks and parents payments to deposit to our Child Nutrition Account at the District Office.
10. Maintain current knowledge of National School lunch and Breakfast Program rules and regulations; attending workshops, completing mandatory online trainings to obtain up-to-date information to assist in providing efficient services.

Qualifications:

- A minimum of five years' experience in a supervisory or management position in finance and administration in the private or public sector.
- Experience with public sector budget processes required. Experience in a public school setting preferred. Successful experience in the oversight, financial control and supervision of budgeting, accounting, federal and state grants payroll, and procurement.



JOB DESCRIPTOR

Communications and Student Services Coordinator

Purpose: The Job of Communications and Student Services Coordinator is done for the purpose of providing communication and support administrative personnel in the operation and compliance with school's objectives; communicating information to staff, families and public; ensure that the school remains compliant for all local, State and Federal regulations and completion or required reporting; and assist with the creation, implementation and reporting of related LCAP goals and actions.

The Communication and Student Services Coordinator is directly responsible to the school's Director. The Communication and Student Services Coordinator must be able to perform tasks involving sitting, standing, and walking for prolonged periods of time. Vision, hearing, written, and verbal communications are essential functions in performing required tasks, duties, and responsibilities.

1. Developing and implementing strategic communications programs across multiple media formats;
2. Developing communications plans, including crisis communications;
3. Developing and implementing branding strategies in print and electronic media;
4. Development and distribution of content within social media platform;
5. Create pages on the school's website that provide information and support to all assigned areas;
6. Seek out and collaborate with community programs and services that can benefit our students and parents.
7. Provide oversight and leadership to the design & development of the website by regularly updating the content, news, videos. Utilize web-based marketing strategies to increase the online presence for the school including effective use of social media sites & search engine optimization for the website.
8. Develops and oversees the release of public information through news outlets, school website, digital media and social media to create an enhanced understanding and awareness of services, programs and special events.
9. Facilitates meetings, workshops and open forums, and other feedback mechanisms for parents, students staff and other interested parties for the purpose of identifying issues, gathering information, developing recommendations, and supporting staff
10. Ensure handbooks are available on school's website.
11. Oversee, maintain and audit the collection of student data for school, state and federal reporting including CALPADS.
12. Run reports, correct anomalies, and create final reports for all reporting periods.
Set up/maintenance of Student Information System
13. Monitor staff accounts in SIS, including proper classification, employment records, credentialing for state reporting.
14. Collaborate with staff for state reporting, CBEDS, Immunization, attendance reporting, CALPADS, and other State or County reports;
15. Oversee enrollment and registration processes for all students;
16. Oversee enrollment data and entry of student data;
17. Coordinate wellness policies and programs including bullying prevention.
18. Coordinate school attendance to ensure quality programs are in place to maintain a high level of attendance.
19. Act as a liaison between the school and parents. Provide assistance to resolve issues at the lowest levels. Assist parent with communicating with school staff.
20. Create and deliver training to staff.
21. Set up deadlines to meet state reporting periods;

22. Performs other related duties as assigned.

Qualifications:

1. Ability to work collaboratively and respectfully in a complex environment to maximize creative thinking that results in new approaches or quality improvements.
2. Consistent demonstration of culturally competent behaviors and attitudes.
3. Outstanding verbal, written, and interpersonal communications skills
4. Proven ability to organize and manage multiple priorities and projects, and excellent time management skills.
5. Understanding of design, construction, and delivery of electronic communications
6. Ability to track, measure, and adjust work priorities using marketing analytics
7. Ability to work well with students, parents, staff, and the community.
8. Strong leadership and collaborative skills.
9. High integrity, excellent character, and good professional reputation.

Appendix 10:

Parent Handbook

INTEGRITY CHARTER SCHOOL

PARENT HANDBOOK

2020 - 2021



Mission Statement

Integrity Charter School's mission is to provide educational choice to parents in grades K-8 in National City, CA and the neighboring areas. Integrity Charter School will equip students with strong skills in reading, writing, and mathematics, as well as the skills necessary to become caring, courteous, responsible, respectful, and civic-minded adults. By providing a small school environment and through partnership with the home and community, Integrity Charter School will enable students to be successful leaders of their family, school, and community.

MAIN SITE
3rd - 8th Grade

701 NATIONAL CITY BLVD. NATIONAL CITY, CA 91950
(619) 336-0808 / FAX (619) 336-1526
www.integritycharterschool.net

SECOND SITE
Kindergarten - 2nd Grade

1430 D AVE. NATIONAL CITY, CA 91950
(619) 434-3285
www.integritycharterschool.net

SCHOOL STAFF

Susie Fahey

Director

Teresa Hart-Sanchez	Assistant Director
Dana Zamora	Finance Officer
Libna Lopez	Communication & Student Services
Connie Avalos	Office Technician
Josefina Rodriguez M.	Office Technician
Karina Patino	Office Assistant
Leticia Aguayo	Kindergarten A Teacher
Dalila Rodriguez	Kindergarten A Teacher
Ashley Nehme	Kindergarten B Teacher
Rebecca Langdon	1 st - A Grade Teacher
Kristen Haw	1 st - B Grade Teacher
Aida Lizet Bremer	2 nd - A Grade Teacher
Alexis Blackman	2 nd - B Grade Teacher
Dave Rodriguez	3 rd - A Grade Teacher
Jamie Pekras	3 rd - B Grade Teacher
Laura Castro	4 th - A Grade Teacher
Shannon McElhaney	4 th - B Grade Teacher
Silvia Oliveros	5 th - A Grade Teacher
Karla Meraz	5 th - B Grade Teacher
Aracely Jimenez	6 th - A Grade Teacher
Ruby Elliott	6 th - B Grade Teacher
Alexa Griffith	7 th - A Grade Teacher
Kami Qualls	7 th - B Grade Teacher
Tyler Rapley	8th- A Grade Teacher
Kelsey Rodgers	8 th - B Grade Teacher
Tiffany Brink	Academic Support Teacher
Melanie Jose	Academic Support Teacher
Robert McLean	Academic Support Teacher
Melissa Wright	Instruction & Curriculum Coordinator
Kathryn Culbertson	Instructional Lead Teacher
Amanda Rivera	Educational Assistant
Felipe Fernandez	Educational Assistant
Ismael Tejada	Maintenance/Facilities
Cristian Tejada	Maintenance/Facilities
Aida Diaz	Kitchen
Laura Puga	Kitchen

DAILY SCHEDULE

Kinder/2nd Grade	Monday	8:00 am – 2:45 pm
	Tuesday	8:00 am – 2:45 pm

Wednesday	8:00 am – 2:45 pm
Thursday	8:00 am – 2:45 pm
Friday	8:00 am – 12:45 pm <i>Minimum Day</i>

Grades 3rd-8th	Monday	8:00 am – 3:00 pm
	Tuesday	8:00 am – 3:00 pm
	Wednesday	8:00 am – 3:00 pm
	Thursday	8:00 am – 3:00 pm
	Friday	8:00 am – 1:00 pm <i>Minimum Day</i>

DAILY SCHEDULE - Distance Learning

Grade K	Monday	9:00 am + 260 minutes of student learning
	Tuesday	9:00 am + 260 minutes of student learning
	Wednesday	9:00 am + 260 minutes of student learning
	Thursday	9:00 am + 260 minutes of student learning
	Friday	9:00 am + 115 minutes of student learning (<i>Minimum Day</i>)

Grade 1st - 2nd	Monday	9:00 am + 305 minutes of student learning
	Tuesday	9:00 am + 305 minutes of student learning
	Wednesday	9:00 am + 305 minutes of student learning
	Thursday	9:00 am + 305 minutes of student learning
	Friday	9:00 am + 130 minutes of student learning (<i>Minimum Day</i>)

Grade 3rd - 5th	Monday	9:00 am + 345 minutes of student learning
	Tuesday	9:00 am + 345 minutes of student learning
	Wednesday	9:00 am + 345 minutes of student learning
	Thursday	9:00 am + 345 minutes of student learning
	Friday	9:00 am + 165 minutes of student learning (<i>Minimum Day</i>)

Grades 6th-8th	Monday	9:00 am + 370 minutes of student learning
	Tuesday	9:00 am + 370 minutes of student learning
	Wednesday	9:00 am + 370 minutes of student learning
	Thursday	9:00 am + 370 minutes of student learning
	Friday	9:00 am + 210 minutes of student learning (<i>Minimum Day</i>)

OFFICE INFORMATION

Hours: The office is open from 7:30 am to 4:00 pm every school day.

Visitors: All visitors to the school **must check in** at the office and sign our visitor's log.

Administrative requests: All administrative requests to the office must be made a week in advance.

OFFICE INFORMATION - During a Pandemic

Hours: The office is open from 7:30 am to 4:00 pm every school day via phone or scheduled video conference or appointment.

Visitors: Limited to essential visitors only. Must use social distancing and wear a mask at all times.

Administrative requests: All administrative requests to the office must be made a week in advance.

MEDICATION

For your child to receive prescription and/or over-the-counter medication at school, a Medical and Parental Consent Form must be completed. This form is available in the school office and must be signed by you and your child's physician. Medication must be provided in the original container with accurate content and dosage information on the label.

All medication must be checked into the office.

BREAKFAST/LUNCH

Integrity Charter School participates in the National School Lunch Program. Lunch Program Applications are given out at the beginning of each school year and must be completed in order to determine eligibility. Eligibility is determined by family size and income. Free, reduced price and full price lunches are available. Lunch is available for all students. You will be notified if you qualify for free or reduced priced lunch (cost \$.40). The cost of the full-price lunch is \$3.05. Payments can be made weekly or monthly using the NSLP Payment envelopes available in the front office.

This year we will continue serving breakfast in the classroom. **FREE breakfast will be served to all students in the classroom from 7:50 to 8:15 am**, as part of the instructional program. We believe that a good breakfast is essential for students to perform well in school and will lead to improved academic achievement.

NO soda, carbonated drinks or coffee drinks for breakfast, snack, or lunch. **ONLY** single serving bags of chips and cookies allowed at snack or lunch time.

HEALTHY FOOD CHOICES PLEASE.

**** We cannot heat any outdoor food for students.**

BREAKFAST/LUNCH - Distance Learning/Hybrid Model

During Distance Learning/Hybrid Model, FREE breakfast and lunch can be picked up at 701 National City Blvd. National City, CA 91950 on Mondays from 11:00 am - 1:00 pm.

PERSONAL CELEBRATIONS

While we acknowledge that birthdays are important to our students, school is not the appropriate place to celebrate. Balloons, flowers, treats, and other party items are not allowed. Please do not bring these to school.

3RD - 8TH GRADE DROP OFF & PICK UP PROCEDURE

When dropping off and picking up students please enter the parking structure on 8th Street, drop off your student in the parking structure, and exit on 7th Street. **NO DROP OFF OR PICK UP ON NATIONAL CITY BLVD, 7th OR 8th STREETS, OR THE ALLEY.** If you are walking with your child to or from school, please do not walk in the traffic path. Use caution when crossing the 7th Street exit. Please follow the instructions of the traffic personnel. **These procedures are for the safety of all students.**

MAIN SCHOOL SITE: GARAGE GATE HOURS

Mon.-Thurs. Open at 7:30 am, close at 8:05 am
 Open at 2:50 pm, close at 3:15 pm

Friday: Open at 7:30 am, close at 8:05 am
 Open at 12:50 pm, close at 1:15 pm

MAIN SCHOOL SITE: GARAGE GATE HOURS - Distance Learning

During Full-Time Distance Learning, the garage gate will be open for weekly distribution of meals and classroom work packets on:

Mondays

Open at 10:30 am, close at 1:00 pm

KINDERGARTEN - 2ND GRADE SITE

Please circle through Kimball Park's Parking Lot. The drop off is by the Boys and Girls Club gate. There will be an adult there at 7:30 am welcoming your child.

NO STUDENT MAY BE DROPPED OFF BEFORE 7:30 AM.

Students should be ready to exit vehicles as soon as they arrive in the parking area. This must be a quick drop off and pick up for the safety of all students. If you wish to speak with a Teacher or the Director, please park, and come inside the office.

For pick up, do not park in the circle, only in marked spaces. Keep circling until students come out.

ALL STUDENTS MUST BE PICKED UP ON TIME.

Students to be picked-up and dropped-off must report to the designated area only, not in the hallway or the sidewalk.

ATTENDANCE POLICIES

State law requires regular school attendance, and research indicates a strong relationship between timely, consistent attendance and student progress. Therefore, at Integrity Charter School, **attendance is monitored very closely, and reported as mandated by law.**

Absences - Students shall be excused from school ONLY when the absence is:

- Due to the student's illness
- For the purpose of attending funeral services for the student's immediate family – one day for services in California and no more than three days if service is outside California.
- For the purpose of having medical, dental, optometric or chiropractic services rendered.
Please try to schedule these appointments after school hours.

When your child is absent, **you must** notify the school by calling the office. Please call the day of the absence and be prepared to give your child's name, reason for absence, and the name of your child's teacher.

Tardies – It is important that students be at school on time. **A student is considered tardy if he/she arrives after 8:00 am.** All tardy students must report to the office for a "tardy slip" before going to class.

School funding is based on actual attendance so it is important that your child attend school every day. A total of three tardies and/or early dismissals result in an absence and loss of funding. **If your child is absent (without a valid excuse) for four or more days, he/she may be dropped from the school enrollment.** Under **extreme** circumstances, Independent Study contracts are available when children are going to be absent for reasons other than illness. Contracts **must be requested at least one week before the absence, and approved by the Director**, and signed by the student, the parent, the teacher, and the Director.

Perfect Attendance – Students with perfect attendance will be honored during the last Student Assembly at the end of the school year. **“Perfect Attendance” is defined as attendance without any absences, tardies, or early outs.**

Jaguar’s Pride

Jaguar’s Pride is a construct for encouraging and rewarding positive choices for the entire trimester.

One student for each category will be chosen from each classroom:

- Student who showed **integrity** on a consistent basis.
- Student with the highest **academic** achievement.
- Student with positive **behavior**.

All students who qualify for excellent **attendance** (including tardies and early pick up) will be recognized.

Students will be chosen based on the following criteria:

Integrity: 1/class	Academic: 1/class
<ul style="list-style-type: none"> ● Consistently do what’s right ● Classroom ● Playground ● Effort ● Anchors ● Including good attendance (see “Attendance box”) 	<ul style="list-style-type: none"> ● Highest overall grades for the trimester <p>If there is a tie:</p> <ul style="list-style-type: none"> ● Classwork and homework ● Attitude and effort ● Participation and being proactive ● Including good attendance (see “Attendance box”)
Attendance: All who qualify	Behavior: 1/class
<ul style="list-style-type: none"> ● ALL who have PERFECT ATTENDANCE <ul style="list-style-type: none"> - (0 absences, tardies, early pick up) 	<ul style="list-style-type: none"> ● No office referrals ● Consistently follows classroom rules and expectations ● Leader and sets good examples

<p>“Good Attendance” that qualifies students for JP in other categories:</p> <ul style="list-style-type: none"> • No more than 3 absences (excused or unexcused) • No more than 3 tardies (3 tardies = 1 absence) • No more than 3 early pick up (including discipline) 	<ul style="list-style-type: none"> • Including good attendance (see “Attendance box”)
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ATTENDANCE POLICIES for Distance Learning

During distance learning, students are expected to attend and participate in all distance learning sessions with their teachers including; morning meetings, small group sessions, and whole group live lessons.

Attendance will be taken daily and for all live sessions led by a teacher multiple times a day.

Students are expected to show up on time, prepared for class, and to stay for the duration of the entire session.

ITEMS NOT ALLOWED AT SCHOOL

- Skateboards, Roller Blades, Razors, Skate shoes
- Dogs are not permitted at school. Service dogs accepted
- Trading cards
- Gum or Candy
- Toys/items from home without teacher approval are not allowed
- No balls from home

Cell Phones

If the student has a cell phone for emergency purposes, it must stay in the off position. Teachers will collect cell phones each morning and return at the end of the day. The school is not responsible if it is lost, stolen, or damaged. Any item confiscated will be held by teacher or in office and will be returned to parents only.

EMERGENCY CONTACT INFORMATION & PROCEDURE

The school has procedures to be followed in the event of an earthquake, fire or other emergency. Fire drills and disaster drills are held regularly. In the event of an emergency, school staff members will remain on duty until all children have been safely released to parents, guardians,

family members, neighbors or child care personnel or another adult designated on the child's Emergency Card. Consequently, **it is very important to keep your child's Emergency Card information up to date. Your child will not be released to persons other than those listed on the Emergency Card. No Exceptions!**

Emergency Cards -- The school must have current emergency information for each student. Please come to the office immediately to update if any of the following change:

- Home Address
- Home and/or cell phone number
- Work phone number
- Emergency contact person

Should there be an emergency during school hours, Emergency Cards are the only means of contacting you.

UNIFORM POLICY

School uniforms will be available for sale at the beginning of each school year and will be available for purchase throughout the year. School uniforms must be worn to school and school events Monday - Friday, unless otherwise indicated.

Integrity Charter School uniforms for **Grades K-6** are:

Boys: Green -ICS Logo- Polo Shirt
 Navy Blue Pants or Shorts (**no cargos/no jeans**)
 Closed toe and heel shoes

Girls: Green -ICS Logo- Polo Shirt
 Navy Blue pants, skirt or shorts (**no cargos/jeans**)
 Closed toe and heel shoes

Integrity Charter School uniforms for **Grades 7-8** are:

Boys: Navy Blue -ICS Logo- Polo Shirt
 Khaki pants or shorts– khaki style (**no cargos/jeans**)
 Closed toe and heel shoes

Girls: Navy Blue -ICS Logo- Polo Shirt
 Khaki pants, skirt or shorts (**no cargos/jeans**)
 Closed toe and heel shoes

Integrity Charter School PE uniforms:

Physical Education (PE) is a required class for all students unless excused by a physician. All students MUST be in the official uniform daily.

Boys and Girls: Navy Athletic Shorts with ICS Logo or long PE uniform pant
Gray -ICS Logo- PE T-Shirt
Athletic Shoes

Free Dress:

As an incentive to Integrity students, we offer a “free dress” day that students can earn once a week (unless otherwise noted). In order for students to earn “free dress”, they must meet the criteria that includes:

- 0 absences within the week that the teacher has designated per their designated “free dress” day.
- 0 tardies within the week that the teacher has designated per their designated “free dress” day.
- 0 office referrals within the above mentioned week.

Integrity Charter School Field Trip Uniforms:

Boys and Girls: ICS logo polo shirt or Jaguar T-Shirt
Uniform pants or appropriate bottoms
Closed toe and heel shoes

Only ICS navy blue sweatshirts, Spirit sweatshirts, or PE tracksuit jacket will be allowed for outerwear. Students must have their name written on the tag of their sweatshirt and/or jacket. Returning students may continue to wear their uniform from last year, as long as it is the correct combination, the right fit, and in good condition.

Procedures if child is out of uniform:

*Parents are expected to support the school when an out-of uniform issue is determined. **Parents are expected to bring a uniform in order for the child to attend class.** If the parent is unable to bring in the uniform, a uniform will be loaned to the child (when/if available) and a cleaning fee of \$5 will be charged.*

ADMISSIONS POLICY

CA Ed Code 47605 (b) (8)

Should Integrity Charter School receive a number of student applications from potential students exceeding the number of spaces available within the school, the school will conduct a random public lottery, designed to establish a diverse student population, using the following rules and

procedures, which will be communicated to interested parties at least 30 days prior to holding the lottery.

1. The school will enlist the services of an outside agency, auditor, or person of good standing not employed by the Charter School to monitor and verify the fair execution of all activities related to holding the lottery.
2. The lottery will take place within 30 days of closing the open enrollment period and the enrollment period will be at least 30 days long.
3. The lottery will take place on the school's campus in a facility large enough to allow all interested parties to observe the drawing, or at another public venue near the school large enough to accommodate all interested parties. There will be a live stream on an online platform during the lottery.
4. The lottery will take place on a weekday, evening, or morning or other time when most interested parties who wish to attend may do so.
5. All interested parties will know, prior to the holding of the lottery, how many openings are available in the school and in the different grades served by the school.
6. The following preferences will be extended to potential students:
 - A. Children of ICS employees. At most, employees' children will constitute no more than 10 percent of the student body.
 - B. Siblings of students admitted to or attending ICS.
 - C. Socioeconomically disadvantaged students, as determined by Free or Reduced Price Meal eligibility.
 - D. Students who reside in the District.
 - E. All other applicants permitted by law.
7. The lottery shall draw names from a single pool of ballots or identified pools of ballots designed to establish a diverse student population.
8. The drawing shall continue until all names are drawn. Those individuals whose names are drawn after all the spaces have been filled will be placed on the waiting list in the order drawn, unless the preferences described above require otherwise.
9. Potential students on the waiting list shall provide contact information to be used in the event space becomes available. Families promoted off the waiting list for acceptance shall be informed in writing and phone and shall have 5 business days from the date of postage to respond. In addition, the school shall attempt on at least one separate occasion to contact

the parents/guardians of promoted students by telephone. Those families not responding within the 5 business days will be placed back on the waitlist.

10. The outside agency, auditor, or person of good standing verifying the fair execution of the lottery shall confirm in writing that the lottery was conducted fairly, and the Charter School shall keep on record copies of that confirmation.—

DISCIPLINE POLICY

We are part of a community. Our school community is made up of students, teachers, and parents/guardians. We believe success means respect ourselves, other people, their property, and to complete all tasks on time and to the best of our ability.

The Integrity Charter School community believes that our school should be a clean, warm, happy and fun place to be. Students should be excited to learn, feel important, feel proud, be polite, truthful, responsible, cooperative, caring, have homework done, be ready to learn, be rested, and well fed. Teachers should be understanding, fair, helpful, friendly, polite, and accepting of differences.

The school's discipline policy is intended to promote responsibility, courtesy, respect, a caring attitude, and civic mindedness. Discipline is part of the total teaching-learning process. When consequences are necessary, a decision will be made only after weighing all the facts.

Any student who believes that he or she has been harassed or has witnessed sexual harassment should immediately report such incident to his or her teacher or to the school's Director. The Director will promptly investigate all such incidents in a confidential manner.

INTEGRITY CHARTER SCHOOL RULES ARE:

1. Show respect.
 - Be considerate of others.
 - Personal space, well-being, and safety of others.
 - Demonstrate a sense of pride for school property.
2. Make good decisions.
 - Expected to be at school, on time, and attend regularly.
 - Wear appropriate school uniforms.
 - Be trustworthy and honest.

3. Solve problems.
 - Be responsible for learning.
 - Be positive and take part in group activities.

LUNCH RULES

1. Students will use quiet voices when lining up in the lunch area.
2. Students will be responsible for cleaning up their space after eating.
3. Students will remain seated at table until dismissed.
4. Students will raise their hand if assistance is needed.

Consequence for noncompliance with Rules 1-4: result in students writing an apology reflection on what was done and what he/she can choose to do differently next time, and possible alternative eating area with parent contact

SUSPENSION & EXPULSION POLICY

CA Ed Code 48900

The purpose of the suspension and expulsion procedure is to ensure a safe and effective learning environment. While suspension and expulsion are to be regarded as the last resort, the following is a non-exhaustive list of the infractions that are grounds for suspension/expulsion:

1. Causing, or attempting to cause, or threaten to cause physical injury to another person.
2. Robbery or attempted robbery of another person's property or school property.
3. Significant damage or attempt to damage school property or personal property.
4. Possessed or used tobacco.
5. An obscene or offensive act or habitual profanity/vulgarity.
6. Engaged in hate speech or engaged in violence rooted in hate speech (e.g. racist, homophobic, or sexist comments).

CA Ed Code (EC) 48915(c)

Certain offenses are considered subject to zero tolerance and are cause for suspension and/or expulsion. Those offenses are:

- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or any other dangerous object.

- Use of or possession or furnishing of alcohol or drugs; sell of alcohol, drugs, or controlled substance.
- Sexual Harassment.
- Brandishing a knife at another person.

Prior to suspending a student, unless the issue involves an immediate threat to the health, safety, or welfare of other students and/or staff, the student and his/her parents shall be given a written statement of the reasons for suspension. The student and his/her parents shall also be given an opportunity to meet the school Director to present any evidence as to why a suspension should not be imposed. If circumstances require an immediate suspension, written notice, and an opportunity to meet shall be provided to the student and his/her parents within three business days of the suspension.

If a student is to be suspended out-of-school for more than five days, or if an expulsion is recommended, the following procedures apply:

The student must be given written notice of the proposed long-term suspension or expulsion and of the reasons therefore. If the student’s parents contest the proposed disciplinary action, a hearing shall be held before the Charter School Board to determine whether cause exists for the disciplinary action. The student shall have the right to be represented by counsel at the hearing before the Charter School Board, to present evidence on his/her behalf, and to confront and cross-examine adverse witnesses. The written notice to the student of the proposed disciplinary action must advise the student of the above-listed rights, and must specify the date, time and place of the disciplinary hearing. The disciplinary hearing shall be held within thirty days from the date the student was originally suspended. The decision of the Charter School Board shall be final.

Integrity’s practice for Special Education students recommended for suspension or expulsion will be in accordance with State and Federal Special Education Law and policies and procedures adopted by the Board of the National School District.

8TH GRADE PROMOTION REQUIREMENTS

We know that participation in the 8th grade Promotion Ceremony and end of year activities are an **earned privilege, not a right**. Families are given the rules for participation in the 8th grade Promotion Ceremony and understand that this criteria is in place. Specifically, in order to participate, students have:

Grades: 2.0 Cumulative GPA / “C” average (for the 8th Grade year)

Course Failures: *No more than 1 “F”*

Suspensions: No suspensions

Attendance: No more than “17” unexcused tardies (more than 30min.)

8TH GRADE VIOLATION APPEAL PROCESS

Eligibility:

1. Must NOT have more than one suspension.
2. Overall good standing in all classes.
3. No office referrals.

Process:

1. Meet eligibility requirements
2. Fill out the appeal form obtained from the front office.
3. Write 1-2 page reflective essay including incident of suspension and reflection on how the incident impacts their future choices.
4. Parent letter stating how suspension impacted the student and how they will support their child's future positive actions.
5. Student and parent will meet with a panel that includes: Director, Asst. Director, Teacher, Classified Personnel, and Community Member.

INTERNET AGREEMENT

The Internet is a world-wide network of millions of computers. They are all connected to each other through electronic lines. From computers in the classroom, students can explore; educational material on computers located at other schools, museums, science centers, and universities throughout the world.

Using the Internet

Your child will be able to communicate with students in other countries, view pictures of stars and planets taken by the Hubble Space Telescope, and visit libraries and museums all over the world. Knowing how to use computers and the Internet will help prepare students for the future.

Student Safety on the Internet:

Integrity Charter School makes the Internet available so students can better learn about the world. The Internet is a public medium, however, similar to radio and television. We will work to make sure your child uses the Internet to view appropriate learning materials. We receive the Internet from the County Office of Education. The school has a filter that does not allow certain offensive materials to come into the schools. Your child's teacher will be supervising the use of the Internet

in class. We believe the Internet, and the great learning resources available, will benefit your child. We recognize that parents and guardians of minors are responsible for setting standards that their children should follow.

School Internet Rules

We want our students to find the Internet exciting and motivating. We also expect our students to be responsible for good behavior on school computer networks just as they are in a classroom or a school hallway. Communications on the network are often public in nature. General school rules for behavior and communication apply.

The network is provided for students to learn and communicate with others. Access to computer network services is given to students who agree to act in a considerate and responsible manner.

Using the Internet at school is a privilege – not a right.

We want students to enjoy their privilege. However, students who do not follow these rules may lose the privilege of using the school’s computer network.

These Activities ARE Permitted:	These Activities ARE NOT Permitted:
<ul style="list-style-type: none"> ✓ Communication with students in other towns and countries ✓ Visiting libraries and museums ✓ Learning about science, math, and social studies ✓ Sharing school work with other students on the Internet 	<ul style="list-style-type: none"> × Trespassing in other students’ computer files × Damaging computers, computer systems or computer network × Access to/use of social networks × Bullying or insulting others × Copying others work without permission × Sending or displaying offensive messages or pictures × Using obscene language × Printing/copying unauthorized materials

PARENT PARTICIPATION

It is the obligation of the parents to be partners in the education of their children. Parents can support their child’s education in a variety of ways. First, learning must be valued in the home. The child must receive reinforcement that attending school and doing well in school is a priority. Secondly, **a child must come to school everyday, well-fed, rested and appropriately dressed; on time, ready to learn.** Finally, parents need to become informed about what is happening at school and offer to support its efforts in whatever manner possible. Research has shown that when parents become involved in school activities, children’s behavior improves, academic achievement increases, achievement gains are sustained, and language performance improves significantly.

In order to assure that staff, parents, and students understand their roles in the education process, we have developed a **Staff, Student, and Parent Compact**. We ask that you review it and sign it to indicate that you are willing to support your child and the school. This compact, signed by all parties will be kept in the school office. This is also your assurance that we, the staff will work diligently for your child in his/her pursuit of educational success.

You will soon discover that Integrity Charter School is a special and unique school. Our program emphasizes character development as well as academic achievement and as such, has high expectations of both students and parents. **Parent participation is essential** to student success. Integrity Charter School requires more in time and emotional commitment than the neighborhood school. We have planned many activities that enhance the curriculum and provide opportunities for students, together with their parents, to practice what they are learning.

Each family of a child enrolled at Integrity Charter School is expected to support the mission of the school. **Parent volunteers are needed.**

The following is a list of some activities that help support our goals:

- Assist in your child's classroom.
- Attend school meetings.
- Help with any of our school events.
- Organize and set up a family event.
- Help with school fundraising events.
- Help with the Book Fair.
- Help with traffic control during student drop-off or pick up.
- Chaperone a student event.
- Help serve student breakfast.
- Donate classroom materials (books, supplies, etc.).
- Make phone calls or help with mailings for the school.
- Serve on a school governance committee.
- Any activity that benefits the students at Integrity Charter School.

We believe that these energies are well spent, as our students develop life skills essential to their growth as competent, secure, and successful individuals. Parent participation supports a fabulous program, and is, therefore a gift to our children rather than a chore.

The one requirement for volunteering at Integrity is a current Tuberculosis (TB) test result on file in the school office. Bring a copy of your TB test result to the school office. When you come on

campus to help, you must sign the Volunteer Log in the school office and wear a Volunteer name badge. The log is in a notebook on the office counter for you to sign as you arrive and depart.

PARENT ORGANIZATIONS

Parental Support is one of the Cornerstones of a Successful School.

PTC – The purpose of the Parent Teacher Committee is to promote the welfare of children in our school, at home, and within the community. It provides a forum for dissemination of information, coordinates parent volunteer programs, creates and supports programs which enhance the education experiences of Integrity’s students, and provides parent education. PTC meeting times and dates will be determined by the committee.

School Site Council (SSC) – The school site council consists of **five parents, one classified representative, three teachers and the Director(s)**. This committee meets regularly to review the school’s programs to ensure that established goals, policies and procedures are being carried out. Representatives are nominated and selected by parents.

English Learner Advisory Committee (ELAC) –The ELAC shall be responsible for advising the Director and staff on programs and services for English Learners and the development of the Single Plan for Student Achievement (SPSA). **ELAC meetings will occur in conjunction with Family Fridays.**

Governing Board – Charter schools are governed by boards. While understanding their separate roles, the Board of Directors and the school Director work together as a governance team in operating our school. The Governing Board assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. The governing board consists of at least one parent or legal guardian or grandparents of ICS students. Parents interested in serving on the board are encouraged to contact the school Director.

INTERNAL COMPLAINT PROCEDURE

Should parents or students have complaints against individuals at the school; in order to promote prompt and fair resolution of complaints; the following procedures shall govern the resolution of complaints against employees of Integrity Charter School:

1. Every effort should be made to resolve the complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the Director.

3. All complaints related to ICS personnel other than administrators shall be submitted in writing to the Director. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her do so. Complaints related to the Director shall be filed in writing with the Governing Board.
4. When a written complaint is received, the employee shall be notified within five days.
5. A written complaint shall include:
 - a. The full name of each employee involved.
 - b. A brief but specific summary of the complaint and the facts surrounding it.
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the Director. Parties should consider and accept the Director or designee's decision as final. However, the complainant, the employee or the Director or designee may ask to address the Board regarding the complaint.
8. Before any Board consideration of a complaint, the Director or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - a. The full name of each employee involved.
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response.
 - c. A copy of the signed original complaint.
 - d. A summary of the action taken by the Director or designee, together with his/her specific finding that the problem has not been resolved and the reasons.
9. The Board may uphold the Director's decision without hearing the complaint.
10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
11. A closed session may be held to hear the complaint in accordance with law.
12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against an ICS employee shall be reported to the appropriate local agencies in accordance with law.

AHERA COMPLIANCE

In 1996 the President of the United States signed into law the Asbestos Hazard Emergency Response Act (AHERA) which requires that all employees, building occupants or their legal guardians be notified of the results of our compliance with AHERA. This includes building inspections, response activities, and post response activities, including periodic surveillance and re-inspection activities that are planned.

An inspection of our building was conducted in October 2019. None of the materials inspected contained detectable asbestos fibers. We will have a re-inspection in 3 years. All documentation of these findings is on file at the school office and is available for public viewing.

SCHOOL WELLNESS POLICY

The Integrity Charter School Governing Board recognizes that there is a link between nutrition and education, the food served in schools, physical activity, and environmental education; and that wellness is affected by all of these. The Governing Board also recognizes that the sharing and enjoyment of food, and participation in physical activities, are fundamental experiences for all people and are the primary way to nurture and celebrate our cultural diversity. These fundamental human experiences are vital bridges for building friendships, forming intergenerational bonds, and strengthening communities.

Integrity Charter School shall maintain a coordinated school health system that supports and reinforces health literacy through health education, physical education, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

To encourage consistent health messages between the home and school environment, the Director may disseminate health information to parents/guardians through school newsletters, handouts, parent meetings, school websites, and other means of communication.

Physical Education Instruction

Instruction in physical education should be based on the physical education content standards and should include the following:

1. Full Inclusion of all students.
2. Temporary exemptions from physical education should be limited to students whose medical conditions do not allow for inclusion in the general, modified, or adapted physical education program (Education Code [51241](#)).

3. Maximum participation and ample practice opportunities for class activities.
4. Well-designed lessons that facilitate student learning.
5. Out-of-school assignments that support learning and the practice of learned skills.
6. Appropriate discipline and class management.
7. Fitness education and assessment to help students understand, improve, and/or maintain their physical well-being.

Instruction in physical education shall be provided for a total period of time of not less than 200 minutes every 10 school days for students in grades 1 through 8.

All students in Kindergarten through Grade 8 shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before and after-school programs, structured and unstructured activities. Students shall spend at least 50% of physical education class time participating in moderate to vigorous physical activity.

Integrity Charter School will offer extracurricular physical activity programs through the after-school program. Schools will offer a range of activities that meet the needs, interests and abilities of all students. After-school programs will provide and encourage daily periods of moderate to vigorous physical activity for all participants.

In order to ensure that students engage in healthful levels of vigorous physical activity:

1. The physical education requirements should be monitored and enforced.
2. Professional development opportunities for physical education should be available to teachers.
3. Expanded opportunities for moderate to vigorous physical activity before school and during recess and lunch periods shall be considered for implementation.

Nutrition

1. Food and beverages sold or served as part of federally reimbursed meal programs must meet or exceed the nutrition recommendations of the current United States Dietary Guidelines for Americans. The Child Nutrition Services department shall promote and encourage the consumption of fresh fruits, vegetables, and whole grains.
2. The Child Nutrition Services Department will review this policy annually to ensure that the policies are not less restrictive than those set by the Secretary of Agriculture or state law.
3. The term "sold" refers to any food or beverage provided to students on school grounds in exchange for money, coupons, or vouchers. The term does not refer to food brought from home for individual consumption.

4. The Child Nutrition Services department shall have sole authority to provide food and beverages to students from the beginning of the school day until after the last lunch period to ensure food safety and to maximize the school's ability to serve healthy and appealing meals. No food or beverage may be sold, served, or given away to students prior to the end of the last lunch period unless it is provided through a federal reimbursable meal program.
5. Schools shall offer and promote healthy food and beverage products at all school-sponsored events.
6. Celebrations shall not occur until after the end of the last lunch period.
7. Schools will meet safety and sanitation requirements as outlined in the most current USDA guidelines. (cf. [3555](#) - food Safety)
8. All food preparation will take place in a facility that has been inspected and approved by the County of San Diego Department of Environmental Health. The only exception to this is food prepared in a class for a food-related lesson that is monitored by the instructor of that class. Food prepared for the food-related lesson shall not be served or sold to other students or staff. "Food Preparation" includes storing, washing, cutting, mixing, separating, cooking, and packaging.
9. In order to ensure student health and safety when providing or purchasing foods that are considered potentially hazardous, the Child Nutrition Services department will be utilized as the source for preparing, procuring, and providing a vendor for such food. No potentially hazardous food prepared or stored in a private home or classroom or transported in a private vehicle will be available to students at any time. (Sealed pre-packaged, shelf stable, single serve foods and beverages are not considered potentially hazardous foods.)

Potentially hazardous foods are foods that spoil easily, and if not handled properly can cause foodborne illness. Common foods that are considered to be potentially hazardous are meat, poultry, milk, eggs, fish, gravies, soups, meat sauces, custards, meat and potato salads, and cream filled baked goods.

10. Increased water consumption is beneficial for each student's health and well being. Proper hydration can positively impact weight and academic performance. Schools will, to the extent possible, offer an accessible water station or free drinking water during meals each day.

Breakfast

To ensure that all children have breakfast either at home or at school in order to meet their nutritional needs and enhance their ability to learn, Integrity Charter School will:

- Participate in the Breakfast in the Classroom Program

Fundraising

The school Director or designee shall encourage school organizations to use health food items or non-food items for fundraising purposes. Integrity Charter School will encourage fundraising

activities that promote physical activity. If schools, parent or teacher groups sponsor fundraising activities that do not comply with nutrition standards, board policy and administrative regulations the fundraising event must meet on the following conditions:

- Take place after school.

Staff Wellness

The school Director or designee shall encourage staff to serve as positive healthy role models to students, parents and the community and may provide opportunities for regular physical activity among employees. The school will provide opportunities for health appraisal, protection, and promotion for all staff by fostering access to appropriate health care services, preventing and controlling communicable diseases and other health problems, and providing health education opportunities.

Program Implementation and Evaluation

The school Director or designee shall designate at least one person within the school who is charged with operational responsibility for ensuring that the school implements the wellness policy. Evaluation of the policy implementation shall include measures such as an analysis of the nutritional contents of meals served; student participation rates in school meal programs; any sales of non-nutritious foods and beverages in fundraisers or other venues outside of the district's meal programs; feedback from child nutrition program staff, school administrators, parents/guardians, students and other appropriate persons.

The school Director or designee shall report to the Board at least every three years on the implementation of this policy and any other Board policies related to nutrition and physical activity.

Implementation Plan

Integrity Charter School has established a committee of students and parents that meet annually to review and coordinate the execution of this Wellness Policy (April of each year). The following guidelines pertain to the Wellness Committee.

The recommended membership of the working group shall be as follows:

- School Director
- The Food Service Vendor
- Food Service Manager
- One Classified Personnel
- One Certified Personnel
- Physical Education Teacher (if school has one)
- One Community/Parent Representative
- One Upper Grade Student Representative

The Committee will delineate roles, responsibilities, actions, and timelines; information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available in the school; nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. This Wellness Policy and the progress reports can be found at: www.integritycharterschool.net

Recordkeeping

Integrity Charter School will retain records to document compliance with the requirements of the Wellness Policy with the Food Service Manager in the front office. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy.

Annual Notification of Policy

Integrity Charter School will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The School will make this information available via the school's website and/or school communications. Annually, the School will also publicize the name and contact information of the school official leading the committee, as well as information on how the public can get involved with the school wellness committee.

Triennial Progress Assessments

At least once every three years, Integrity Charter School will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which the school is in compliance with the Wellness Policy;
- A description of the progress made in attaining the goals of the school's Wellness Policy.

The position/person responsible for managing the triennial assessment and contact information is School Director, Susie Fahey, sfahey@integritycharterschool.net.

Revisions and Updating the Policy

The Wellness Committee will update or modify the wellness policy based on the results of the annual and triennial assessments and/or as the school's priorities change; community needs change; wellness goals are met; new health science information, and technology emerges; and new Federal or state guidance or standards are issued. **The Wellness Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach and Communications

Integrity Charter School is committed to being responsive to community input, which begins with awareness of the Wellness Policy. The school will actively communicate ways in which all stakeholders can participate in the development, implementation and periodic review and update of the Wellness Policy through a variety of means. The school will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of Smart Snacks in School nutrition standards. The school will use electronic mechanisms, such as email or displaying notices on the school's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the Wellness Policy, as well as how to get involved and support the policy. The school will ensure that communications are culturally and linguistically appropriate to the community.

Mental Health Services in National City

National City Family Health Center
1000 Euclid Avenue
National City, CA 91950
(619) 515-2399

Behavioral Health Service
2400 E 4th Street
National City, CA 91950
(Inside Paradise Valley Hospital)

San Diego Center for Families
124 E 30th Street
Ste A1
National City, CA 91950
(619) 327-0315

COVID-19 Pandemic Information

COVID-19, also known as the novel coronavirus, is a respiratory illness that is spread mainly from person to person, or via surfaces or objects. Person to person spread from or to children and adults is thought to occur mainly via respiratory droplets produced when an infected person coughs, sneezes, or talks. Reported symptoms of the illness include fever, cough, shortness of breath, chills, muscle pain, new loss of taste or smell, vomiting or diarrhea, and or sore throat. It is important to note that people who are infected but do not have symptoms play a role in the spread of COVID19.

Recognizing that those infected with COVID-19 may have mild to severe symptoms, it is important for the Integrity Charter School community to take precautions to mitigate the spread of COVID-19. The best community defense against the virus is washing hands frequently, avoiding touching the face, and avoiding being around sick people and physical distancing.

Parents and guardians should adhere to the following recommendations to protect the health of their student and others in the community:

Keep your student home if they are sick

If your student has a fever, cough, shortness of breath, chills, muscle pain, headache, sore throat, or loss of taste or smell, they should self-isolate and seek medical advice to determine if they should be tested for COVID-19. Your student should stay home for at least 10 days from when the symptoms first appeared and at least 3 days after the fever and respiratory symptoms have improved.

Additionally, a student who was in close contact with someone diagnosed with or suspected to have COVID-19 is to home quarantine for 14 days from the date of the exposure. Close contact is defined as being within 6 feet for more than 15 minutes with someone who has tested positive of COVID-19 or is suspected to have COVID-19.

Requirement for students to wear face covering to school

The use of a cloth face covering by students in the school setting during the COVID-19 pandemic can help reduce the transmission of the virus. Their primary role is to reduce the release of infectious particles in the air when someone speaks, coughs, or sneezes, including those who have COVID19 but feel well. The face covering should be a material that covers the nose and mouth secured to the head and ties or traps or wrapped about the lower face. The covering may be factory-made, sewn by hand or can be improvised from household items.

All students attending Integrity Charter School **must** wear masks on campus, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission. Face coverings are not required to be worn by children under two (2) years of age. Parents and guardians are encouraged to send their students to school with a cloth face covering to wear.

The face covering should be washed frequently, ideally after each use, or at least daily. Face coverings that no longer cover the nose or mouth, have stretched out or have damaged straps, or have holes in the fabric should be discarded. Students who do not have face coverings may be provided with them at no cost.

Establish plan if your student must be picked up from school

In the event your student begins to display symptoms of COVID-19 while at school, they may need to be placed in an adult-supervised isolation room until they are picked up by an authorized adult. Please ensure that the emergency contacts for your student are updated with the appropriate individuals permitted to pick up your student if they are sick.

Daily Symptom Check

Parents and guardians should ask themselves the following questions and perform a check of symptoms (based on current CDC symptoms) daily before bringing their student to school:

- Does your student have any of the following symptoms?
 - Cough
 - Shortness of breath or difficulty breathing
 - A fever of 100 or higher (per local public health guidance) or a sense of having a fever
 - Sore throat
 - Chills
 - New loss of taste or smell
 - Muscle or body aches
 - Nausea/vomiting/diarrhea
 - Congestion/running nose not related to seasonal allergies

- Unusual fatigue
- Does anyone in your household have any of the above symptoms?
- Has your student been in close contact with anyone suspected of having or diagnosed with a confirmed case of COVID-19?
- Has your student had any medication to reduce a fever before coming to school?

If the answers to any of the above questions is “yes,” they cannot attend in-person classes and the school should be notified. Please note that a representative from your student’s school will likely perform a similar symptom check before allowing your student to attend class. If you have questions regarding COVID-19, its symptoms, or how to treat the illness, please contact your child’s school.

***Full policies will be available in the front office**

Appendix 11:

Academic School Calendar

Integrity Charter School

2021-2022 Academic Calendar

Board approved February 22, 2021

Jul-21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Aug-21						
S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Sep-21						
S	M	T	W	Th	F	S
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26	27	28	29	30		
Oct-21						
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24	25	26	27	28	29	30
31						
Nov-21						
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28	29	30				
Dec-21						
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26	27	28	29	30	31	

July 19-23 -Professional Develop - No Classes
 July 26 - First Day of School

Sept 6 - Labor Day
 Sept 20 - Oct 01 Fall Break

Oct. 04 - Professional Develop - No Classes
 Oct.05- Students return

Nov. 02- End of 1st. Trimester
 Nov 11 - Veteran's Day
 Nov. 16-19 Parent/Teacher conferences
 Nov 22-26 Thanksgiving Break

Dec 20 - Jan 07 Winter Break

Jan-22						
S	M	T	W	Th	F	S
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30	31					
Feb-22						
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27	28					
Mar-22						
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27	28	29	30	31		
Apr-22						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
May-22						
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29	30	31				
Jun-22						
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19	20	21	22	23	24	25
26	27	28	29	30		

Jan. 10 - Professional Develop -Staff returns
 Jan 11- Students return
 Jan 17 - Martin Luther King Jr Day

February 18 & 21 - President's Day

Mar. 01- End of 2nd. Trimester
 March 15-18 Parent/Teacher Conference
 March 21 - April 01 Spring Break

April 04- Staff & Students return
 April 18- No School for Students & Staff

May 30 - Memorial Day

June 9 - End of 3rd. Trimester & Last day for students
 June 10 - Last Day for Teachers

- No school for students or staff
- Prof. Devel. No school for students
- Minimum days, school out at 1:00
- Regular school days

Your student must attend school every day.
 Your student must be on time each day.
 Please call the office at 336-0808 to report any absence.

Integrity Charter School
Working to develop leaders of strong moral character.

Appendix 12:

Child Find Policy

Child Find

Pursuant to the Individuals with Disabilities Education Improvement Act (20 U.S.C. §§ 1400 et. seq) and relevant state law, Integrity Charter School is responsible for identifying, locating, and evaluating children enrolled at Integrity Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or are wards of the State. In compliance with federal legislation, Integrity Charter School has established the following Policies and Procedures for Child Find purposes:

The Executive Director or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals.

The school's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program.

The Executive Director or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Executive Director or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services.

Referrals for Special Education Services

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate.

All referrals from school staff for special education and related services shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and their effect.

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the school shall conduct a full and individual initial evaluation of the student.

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or

less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term.

The proposed evaluation plan shall meet all of the following requirements:

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

Before conducting an initial evaluation, the school shall provide the parent/guardian with prior written notice. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information:

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the school shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the school, he/she has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists. The parent/guardian is entitled to only one such evaluation at public expense each time the school conducts an assessment with which the parent/guardian disagrees.

If the school observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the school's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The school may initiate a due process hearing to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the school with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the school observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the school, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the school shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by his/her parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation.

Parent/Guardian Consent for Evaluations

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial evaluation. The school shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services.

Informed parental consent means that the parent/guardian:

1. Has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which his/her consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time
4. Understands that if he/she revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked)

The school shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. The school shall maintain a record of its attempts to obtain consent, including:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the school may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures.

For a student who is a ward of the state and not residing with his/her parent/guardian, the school may conduct an initial evaluation without obtaining informed consent if any of the following situations exists:

1. Despite reasonable efforts to do so, the school cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with California law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The school need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students.

Conduct of the Evaluation

The school shall complete the determination as to whether the student is a student with a disability, conduct the initial evaluation to determine his/her educational needs, and develop an IEP within 60 days of receiving informed parent/guardian consent for the evaluation.

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the school.

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

In conducting the evaluation, the school shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The school shall also use any information provided by the parent/guardian that may assist the school in making the determination as to whether the student is a student with a disability and, if so, the necessary components of his/her IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum.

The school's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.

The school shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are:

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the language and form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. The school shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified.

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including

evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine:

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in his/her IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this school, the school shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations.

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability and, if so, his/her educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered.

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following:

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services

7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate

8. The need for specialized services, materials, and equipment for students with low incidence disabilities.

When making a determination of eligibility for special education and related services, the school shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria.

If a determination is made that a student has a disability and needs special education and related services, an IEP shall be developed within a total time not to exceed 60 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, from the date of the receipt of the parent/guardian's consent for evaluation, unless the parent/guardian agrees, in writing, to an extension.

Independent Educational Evaluation

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria that the school uses for a school-initiated evaluation. An independent educational evaluation is an evaluation conducted by a qualified examiner who is not employed by the school. Public expense means the school either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian.

The parent/guardian is entitled to only one IEE at public expense each time the school conducts an evaluation with which the parent/guardian disagrees.

If a parent/guardian has requested an IEE, the school may ask for the reason that he/she objects to the school's evaluation. However, the parent/guardian is not required to provide the reason to the school.

Upon receiving the request for an IEE, the school shall, without unnecessary delay, either:

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the school can later demonstrate at a hearing that the evaluation obtained by the parent/guardian did not satisfy the school's criteria

If a due process hearing decision determines that the school's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense.

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the school if it meets

school criteria. Any such result also may be presented as evidence at a hearing on a due process complaint.

Reevaluation

A reevaluation shall be conducted when the school determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and school agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the school agree otherwise.

The school shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures.

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these children.

Adopted: May, 2011

Reviewed: June 22, 2020

Appendix 13:

Fiscal Policies
And
Procedures

TABLE OF CONTENTS

NOTE: The following sections on fiscal policies are numbered by page, not by policy.

FISCAL POLICIES:

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Fiscal Policies

A. Budget Development and Oversight Calendar and Responsibilities

Integrity Charter School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January – February

- The Finance Committee of the Board works with Director to review Governor’s proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school’s upcoming fiscal year (July 1-June 30)
- The Director reviews/prepares a set of proposed budget development principles for board review and approval.
- The Director will develop rough planning budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- The Director will develop five-year budget projection in accord with the school’s established strategic and growth plans.
- Ongoing monitoring and revision of current year budget.(Director/Board Directors)

March – April

- The Director, working in conjunction with staff, Board members prepares a formal budget plan for upcoming fiscal year.
- Ongoing monitoring and revision of current year budget. (Director, Finance Officer, Board of Directors)
- The Audit Committee of the Board solicits bids for the annual audit and selects and auditor.(Director, Finance Officer, Board Treasurer)

May – June

- Director reviews revenue projections subsequent to Governor’s annual “May Revise” budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projection. The Director and Finance Officer reviews and finalizes the proposed budget for the upcoming fiscal year and forwards to the Board.
- The Board reviews and formally adopts a budget for upcoming fiscal year before June 15. A copy of the final budget is provided to the charter-granting agency.

- Ongoing monitoring and revision of current year budget. (Director, Finance Officer, Board of Directors)

July – August

- Books of prior fiscal year are closed, all transactions are posted and records assembled for audit. (Director, Finance Officer)
- Budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency.
- Independent auditor performs audit of just-closed fiscal year and prepares audit report for submission to the Audit Committee.
- At the end of the first full week of school, the Director reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is again revised to match likely revenues.

September – December

- The Director, Financial Officer and Board of Directors reviews a copy of the audit. Director and Finance Officer address any audit exceptions or adverse findings. Audit report and any follow-up plans are submitted to charter-granting agency.
- The Director reviews current year actual versus budgeted revenues and expenditures after the second and fifth months of school year and reports to the Board of Directors. The Board approves any needed changes to the annual budget.

B. Controls, Budget, and Fiscal Management

Integrity Charter School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties

Integrity Charter School will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Director who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All check requests and purchase orders over \$250 must be cosigned by the Director and

countersigned by one Board member, preferably the Treasurer, to ensure separation of expenditure authorization and check signing functions.

All transactions will be posted in an electronic general ledger. The transactions will be posted on the ledger by the Financial Officer. To ensure segregation of recording and authorization, the Financial Officer may not co-sign check requests for purchase orders.

Budget Transfers

The Director may transfer up to \$10,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

Banking Arrangements

Integrity Charter School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$500 must be signed by two authorized signatories.

The School's Financial Officer will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of the budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Director, Financial Officer and Board of Directors will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed \$100, may be established with an appropriate ledger to be reconciled twice monthly by the school site secretary, who shall not be authorized to expend petty cash.

Purchasing Procedures

All purchases over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Director shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing at least three vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of \$10,000 must be bid by a board-approved process, except in cases of emergencies that necessitate the purchase of emergency response supplies, equipment or services.

Record Keeping

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and

attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Property Inventory

The director shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$5,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. The property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after the end of the school year.

All excess or surplus property owned by the school may be sold or auctioned by the Director provided the Director engages in due diligence to maximize the value of the sale or action to the school. The sale or auction of property owned by the school with a fair market value in excess of \$1,000 shall be approved in advance by the Board.

Payroll Services

Integrity Charter School will contract with the County Office of Education, its Chartering Agency, or a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Director and school's Finance Officer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Attendance Accounting

The Director will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engage in the activities required by them of the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter School Act and applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.

- The School’s instructional calendar will include at least 180 days of instruction to avoid the fiscal penalty for providing fewer than 180 days of instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
- Independent study must be pre-arranged by the student’s adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit

The Board will annually appoint an audit committee by October 1. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annual contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of the school’s financial statements, (2) an audit of the school’s attendance accounting and revenue claims practices, and (3) an audit of the school’s internal controls practices. If the school receives over \$300,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

C. Negotiating Funding Entitlements

The Director shall prepare a set of negotiating principles for Board approval prior to engaging in negotiations over funding entitlements with the charter granting agency and state. The Director will take lead responsibility for negotiating all revenue arrangements with the charter granting agency and appropriate state education agency staff. These arrangements will be documented in appropriate and detailed Memoranda of Understanding for approval by the Board.

D. Required Budget and Other Fiscal Reports

The Director, working in conjunction with the Financial Officer, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school’s charter. These include, but are not limited to, attendance reports, enrolment and other data reports required by the California Basic Education Data System, and other related data.

E. Property and Liability Insurance

The Director will ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school’s Property Inventory and consumables. Premises and Board errors and

omissions liability insurance shall also be obtained and kept in force at all times on a “claims made” form with a self insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school’s Director and other staff who manage funds shall be placed under a fidelity bond.

F. Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and meetings of board committees need not be approved in advance by the board. All other expenses shall be approved in advance by the board. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

G. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the Director may enter into contracts and agreements not to exceed \$10,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school’s board-adopted budget. Contracts and agreements in excess of \$10,000 must be submitted for board approval and may be executed by the Director or other person specifically designed by the Board after the Board has duly approved the contract or agreement.

H. Fundraising, Grant Solicitation, and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restriction, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school’s accounts.

Adapted with permission from California Charter School Finance, Revised 2008 Edition

Reviewed: July 2009

Adopted: April 2017

Amended:

Travel Reimbursement Policy Guidelines and Procedures

Integrity Charter School will reimburse employees for all reasonable and necessary expenses while traveling on authorized school business. Integrity Charter School assumes no obligation to reimburse employees for expenses that are not in compliance with the following guidelines:

Enforcement

Employees who do not comply with this policy may be subject to delay or withholding of reimbursement and/or, disciplinary action.

REPORTING GUIDELINES

Employees must file expense reports no later than 30 days following the completion of the trip or of incurring the expense.

Documentation Requirements

Employees must provide the following information in order to be reimbursed for any business related meals:

- Names of individuals present, their titles and company name
- Name and location of where the meal or event took place.
- Exact amount and date of the expense
- Receipts for all expenditures.

Employees must submit the following documentation with their Expense Report:

- Air/Rail – original passenger receipt.
- Hotel – hotel folio plus credit card receipt or other proof of payment.
- Car Rental – credit card receipt or rental agency invoice.
- Entertainment – credit card receipt or register receipt for all expenses.
- Meals – credit card receipt or register receipts for meal expenses.

Meals

Personal meals are defined as meal expenses incurred by the traveler when dining alone on an out-of-town business trip. Approximate meal expense guidelines are as follows:

- \$12/day for breakfast and lunch.
- \$30/day for dinner.

Adopted: April 2017

**REQUEST FOR REIMBURSEMENT/PREPAYMENT
Integrity Charter School**

PAYEE: _____ **School/Grade Level:** _____

_____ **Date:** _____
Street/P.O. Box

City State Zip
- - -

Fund XX-XX	Resource XXXX-XXX	Goal XXXX	Function xxxx	Object xxxx-xxx

Quantity	Description	Unit	Price

CASH RECEIPT OR INVOICE MUST BE ATTACHED TOTAL:

Explanation:

Payee: _____ Date _____

Administrator's Approval _____ Date _____

Business Approval _____ Date _____

Debit Recovery Policy

The school's Governing Body has a responsibility to ensure that appropriate procedures are in place to enable the school to receive all income to which it is entitled. Integrity Charter School will therefore take all reasonable measures to collect any monies owing to it as part of the management of public funds. Collecting money from parents or carriers is a sensitive area; we deal with issues of debt collection with sensitivity and confidentiality at all times.

Aims and Objectives

At Integrity Charter School we comply with all California Debt Collection requirements for Financial Regulations for Schools with regard for the following aims:

- To make sure there are sound and proper financial procedures in school for dealing with the school's finances;
- To ensure that proper controls are in place;
- To provide a clear framework for managing school finances;
- To protect the school governors, school director and school employees.

Procedures

Integrity Charter School will carry out standard debt recovery procedures on behalf of the school.

The following procedure will be employed for all outstanding debts (of 30 days or longer):

- A gentle reminder (telephone, text or one to one), A gentle reminder may be informal and can be made either in person (when a parent/guardian comes to collect/drop off the child), or by telephone. The date of the gentle reminder should be recorded.
- A formal letter (by pupil, mail, e-mail or post), A formal reminder letter should be issued 30 days after the informal reminder in the form of a statement. The date of the formal reminder should be recorded.
- A second formal letter (Recorded post) A second reminder letter will be issued 30 days after the first reminder letter. The date of the second formal reminder should be recorded.
- A third letter informing the debtor that the debt has been passed to the schools legal advisors will be issued when there has been no response and school year is ending.

When all practical and cost effective procedures have been exhausted, the Finance Officer and School Director will notify the Board of Directors of the amount of the debt that is considered to be irrecoverable and should be written off.

Writing off a debt

Debt that is written off will lead to a charge being made on the schools general fund.

- A write-off must not be communicated to the student, parent or organization.
- It is not an acknowledgement that the debt does not exist, but is an internal transaction in the accounts of the school, which removes the debt from the records.

To write-off of any debt requires the written approval of the Board of Directors.

The Board of Directors must:

- approve the writing off of any debt in relation to the school budget;
- take into account their review of the age and size of the debt together with the advice from the School Director and Financial Officer.
- individuals or organizations that have previously defaulted on payments to the school are not allowed credit facilities.
- the School Director has the authority to write off a debt not exceeding \$50 but will report all debts and write-offs at each Board of Directors meeting.

A record of the write-off, the reason for it, and the approval for it, will be retained for 7 years.

Negotiation of repayment terms in certain circumstances if people are unable to pay:

The School may reduce or cancel a debt in certain circumstances. A sensitive approach to debt recovery will be carried out.

Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'overdue payment' reminder. If a debtor requests for 'repayment terms' these may be negotiated at the discretion of the School Director.

- A record of all such agreements entered into will be retained. In all cases, a letter will be issued to the debtor confirming the agreed terms for repayment.
- The settlement period should be the shortest that is judged reasonable.
- The School Director or Financial Officer will decide whether any debtor who has been granted extended settlement terms will not be offered any further 'credit' and will, in future, be required to pay in advance. This decision and its basis will be recorded and reported to the Board of Directors.

Costs of debt recovery

Where the school incurs material additional costs in recovering a debt then the Board of Directors will decide whether to seek to recover such costs from the debtor.

The cost to recover unpaid meal charges cannot exceed the actual debt owed, e.g., if a student has a debt of \$5, the school should not spend over that amount to collect the debt.

The debtor will be formally advised in writing that they will be required to pay the additional costs incurred by the school in recovering the debt.

Approved: June 2008

Reviewed: April 2017

EXHIBIT E

May 26, 2021

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
NATIONAL SCHOOL DISTRICT**

THIS AGREEMENT (“Agreement”) is entered into on this 1st day of July, 2020 (“Execution Date”), by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), on behalf of and in concert with THE NATIONAL CITY POLICE DEPARTMENT (“NCPD”), and the NATIONAL SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (hereinafter the “DISTRICT”). The CITY and the DISTRICT may be individually referred to herein as a “Party” or may be collectively referred to herein as the “Parties.”

R E C I T A L S

WHEREAS, the Parties desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the DISTRICT and the CITY through the protection of life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

NOW, THEREFORE, in consideration of the agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall become effective on the date of approval of this Agreement by the DISTRICT’s Governing Board (“Board”) (“Effective Date”). The duration of this Agreement is for the period from the Effective Date through June 30, 2021 (“Term”), unless terminated earlier as provided herein. Completion dates or time durations for specific portions of the project are set forth in the SCOPE OF SERVICES AND PAYMENT, attached hereto as Exhibit “A” and incorporated herein by reference.

1.1 This Agreement may be extended, upon the same terms and conditions, for one (1) additional one (1) year term, only by a document in writing executed by both Parties. If such extension is entered, such extension term would be for the period of July 1, 2020 through June 30, 2021 (“Extension Term”).

2. **SCOPE OF SERVICES.** The Parties agree to perform the services set forth in Exhibit “A”, in accordance with all terms and conditions contained herein.

3. **PURPOSE AND OBJECTIVES OF THE SRO PROGRAM.** The mission of the School Resource Officer (“SRO”) program is to create and maintain a safe, secure, and orderly

teaching and learning environment for all District students and staff. In achieving this mission, the SRO program will focus on the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning an SRO employed by the NCPD to monitor and police the facilities of the District during the Term of this Agreement, as described herein and within Exhibit “A”.

4. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT. Director of Student Support Services thereby is designated as the Project Director for the DISTRICT.

5. **COMPENSATION AND PAYMENT.**

5.1 The total compensation from the DISTRICT to the CITY shall be a flat fee of Eighty-Seven Thousand Seven Hundred and Ninety-Eight Dollars for the period of July 1, 2020 through June30, 2021.

6. **ACCEPTABILITY OF WORK.** Either Party may request an informal meeting to discuss any concern regarding compliance with a Party’s respective role(s) listed in Exhibit “A”. To the extent reasonably possible, Parties agree in good faith to conduct such meeting no later than ten (10) business days after said request.

7. **INDEPENDENT CONTRACTOR.** Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the DISTRICT nor the DISTRICT’s employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY’s employees, including but not limited to retirement, medical, unemployment, or workers’ compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

8. **CONTROL.**

8.1 Neither the DISTRICT nor its Board, officers, agents, employees, consultants, or representatives shall have any control over the conduct of the CITY or any of the CITY’s officers, agents, or employees, except as herein set forth or as otherwise required by law, and the CITY or the CITY’s officers, agents, or employees are not in any manner officers, agents, or employees of the DISTRICT, it being understood that the CITY, its officers, agents, and employees are as to the DISTRICT wholly independent, and that the CITY’s obligations to the DISTRICT are solely such as are prescribed by this Agreement.

8.2 Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the DISTRICT or any of the DISTRICT’s Board, officers, agents, employees, consultants, or representatives, except as herein set forth or as otherwise required by law, and the DISTRICT or the DISTRICT’s Board, officers, agents, employees, consultants, or

representatives are not in any manner officers, agents, or employees of the CITY, it being understood that the DISTRICT, its Board, officers, agents, employees, consultants, and representatives are as to the CITY wholly independent, and that the DISTRICT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.**

9.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY, whether now in force or subsequently enacted.

9.2 The CITY, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state, and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the DISTRICT, whether now in force or subsequently enacted.

10. **LICENSES, PERMITS, ETC.** Each Party represents and covenants that it and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its respective profession. Each Party represents and covenants that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for it to practice its profession.

11. **STANDARD OF CARE.**

11.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the DISTRICT's trade or profession currently practicing under similar conditions and in similar locations.

11.2 The CITY, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY's trade or profession currently practicing under similar conditions and in similar locations.

12. **NON-DISCRIMINATION PROVISIONS.**

12.1 The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action

to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

12.2 The CITY shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CITY will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CITY agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

13. **CONFIDENTIAL INFORMATION.**

13.1 The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law, including applicable student privacy laws. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

13.2 DISTRICT believes, and by ratifying this Agreement determines, that providing safe school sites for children to learn is a legitimate educational interest. Thus, if and only if it is required to provide for the safety and security of school sites, the SRO may have direct access to student records, as authorized by 34 Code of Federal Regulations part 99.31(a)(1)(i)(A)-(B). In accordance with the statute, SRO shall be under the direct control of the DISTRICT with respect to the use and maintenance of education records and shall be subject to the re-disclosure requirements of 34 Code of Federal Regulations part 99.33. The assigned SRO shall sign an acknowledgment of these conditions, substantially in the form of the Use of Educational Records Form, attached hereto as Exhibit "B" and incorporated herein by reference, prior to the start of his or her assignment. Without limiting its applicability in any way, the Parties specifically acknowledge that the indemnity, defense, and hold harmless provisions of Section 16 to this Agreement shall apply to student record access under this Section.

14. **NO INDEPENDENT BASIS FOR LIABILITY.**

14.1 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent

manner. The CITY's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14.2 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the DISTRICT to either the CITY or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The DISTRICT's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

15. **INDEMNIFICATION AND HOLD HARMLESS.**

15.1 Notwithstanding any other provision of this Agreement, DISTRICT agrees to indemnify, defend, and hold CITY, its officers, officials, agents, employees, and volunteers free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of DISTRICT, its Board, officers, agents, employees, consultants, and representatives arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of the CITY. If obligated to indemnify, defend, or hold harmless CITY under this Agreement, DISTRICT shall reimburse CITY for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek CITY's approval of any settlement that could adversely affect CITY, its officers, officials, agents or employees.

15.2 Notwithstanding any other provision of this Agreement, CITY agrees to indemnify, defend, and hold DISTRICT, its Board, officers, agents, employees, consultants, and representatives free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of CITY, its officers, officials, agents, employees, and volunteers arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of DISTRICT. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, CITY shall reimburse DISTRICT for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. CITY shall seek DISTRICT's approval of any settlement that could adversely affect DISTRICT, its Board, officers, agents, employees, consultants, and representatives.

15.3 The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **INSURANCE.**

Each Party, at its sole cost and expense and for the full Term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The Parties must provide an affidavit of self-insurance, or pooled insurance if any.

16.1 **Comprehensive General Liability.** A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

Premises Operations

Blanket Contractual

Personal Injury

16.2 **Workers' Compensation and Employers' Liability.** A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the Party.

This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

This policy shall also provide coverage of One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

16.3 **Comprehensive Business Auto.** A policy with a minimum of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

16.4 **Special Provisions.** The foregoing requirements as to the types and limits of insurance coverage are to be maintained by the Parties, and any approval of said insurance by the other Party, or its insurance consultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by each Party pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

Both Parties, prior to the commencement of this Agreement, shall provide the other Party with an insurance endorsement naming the other Party, its elected officials, employees, and agents additional insureds on the General Liability Policy. Those Parties that provide coverage through a Joint Powers Polling Authority shall provide evidence naming the other Party as an additional covered Party in lieu of providing an additional insured endorsement.

17. **LEGAL FEES.** If any Party brings a suit or action against the other Party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the

representations and warranties on the part of the other Party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including attorneys' fees.

17.1 For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party shall, in addition, be limited to the amount of attorney's fees incurred by the other Party in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, upon thirty (30) business days' written notice to the other Party.

19. **NOTICES.** All notices, consent, or other communications required or permitted hereunder shall be in writing, and may be personally delivered; sent by overnight mail (Federal Express or the like); sent by registered or certified mail, postage prepaid, return receipt requested; sent by ordinary mail, postage prepaid; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax. Such notices, consent, or other communications shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service; (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To DISTRICT: Chief Financial Officer
National School District
1500 N Avenue
National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by

cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **MISCELLANEOUS PROVISIONS.**

20.1 **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state, legal, or DISTRICT holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, legal, or DISTRICT holiday.

20.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

20.3 **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

20.4 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

20.5 **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

20.6 **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

20.7 **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

20.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20.9 **Audit.** If this Agreement exceeds Ten Thousand Dollars (\$10,000), the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.

20.10 **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of any Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

20.11 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

20.12 **Construction.** The Parties acknowledge and agree that (i) each Party is of equal bargaining strength, (ii) each Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each Party and such Party's counsel and advisors have reviewed this Agreement, (v) each Party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

20.13 **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or is otherwise inconsistent with applicable law, then, upon the request of either Party, the Parties shall promptly meet and confer to determine how to amend the affected term or terms of this Agreement in a manner consistent with the applicable law, but, in any event, all parts of this Agreement not affected shall remain in full force and effect.

20.14 **Authority.** The person signing this Agreement for the DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the DISTRICT. The person signing this Agreement for the CITY hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the CITY.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

NATIONAL SCHOOL DISTRICT

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
(Name)

APPROVED AS TO FORM:

(Print)

By: _____
Charles E. Bell Jr.
City Attorney

(Title)

DRAFT

EXHIBIT “A”

1. SCOPE OF SERVICES AND PAYMENT

MISSION STATEMENT: It is the mission of the National School District (“DISTRICT”) and the City of National City (“CITY”), on behalf of and in concert with the National City Police Department (“NCPD”), to provide a safe, secure, orderly teaching and learning environment for all students and staff within the DISTRICT and the City through the protection of life and property. The City and the DISTRICT may be individually referred to herein as a “Party” or may be collectively referred to herein as the “Parties.”

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts, and traffic violations in CITY are priorities to both the DISTRICT and the NCPD.

Both the DISTRICT and the NCPD believe that campus security is enhanced by the presence of police officers and that police officers on campus also help improve relations between the NCPD and youth in our community.

The DISTRICT and the NCPD agree to work together to provide the presence of a uniformed police officer as a School Resource Officer (“SRO”) on DISTRICT’s school campus(es) to help maintain a secure environment in and around DISTRICT’s schools.

The DISTRICT and the NCPD agree to annually work together to monitor calls for service on school campuses, as well as around school campuses during school hours when the calls are deemed to be a concern or threat to the students, staff, or school property. The calls for service data may be used to assist in determining the ongoing value of the SRO program to both Parties.

To this end, the Parties agree to the following respective roles and responsibilities pursuant to the Agreement:

ROLE OF THE NATIONAL SCHOOL DISTRICT: The DISTRICT agrees to:

1. Coordinate scheduling with the SRO and the assigned NCPD supervisor.
2. Schedule annual safety orientation meetings at all schools for stakeholders.
3. Schedule annual safety orientation parent meetings at all schools.
4. Provide adequate space for the SRO to carry out non-classroom duties.
5. Provide regular feedback to the law enforcement agency concerning the performance of the SRO.
6. Permit the SRO access to the playground and cafeteria to allow for informal interaction with the students.
7. Provide audio-visual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.

8. To the extent DISTRICT has actual knowledge, report all criminal activity occurring on or about school campuses and all criminal activity involving students to the NCPD.
9. DISTRICT shall comply with the notification and other requirements of Education Code section 48902, which provides:
 - (a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.
 - (b) The principal of a school or the principal's designee shall, within one schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school DISTRICT in which the school is situated of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900.
 - (c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.
 - (d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.
 - (e) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g et seq.)

If notification is provided as discussed above, and no juvenile or criminal charges are to be filed and no administrative action is to be taken by the school

administration/DISTRICT office, the contraband shall be confiscated by the SRO according to NCPD policy and properly disposed of.

10. Develop procedures to handle campus safety issues.
11. Establish and follow procedures for referring police involvement.
12. Abstain from calling upon the SRO for enforcement duties while they are involved in classroom presentations except in emergencies.
13. Remit payment to the CITY for the Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY shall be the flat fee of eighty-seven thousand seven hundred ninety-eight dollars (\$87,798.00) for a period of July 1, 2020 through June 30, 2021, upon invoicing, following the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The parties may exercise up to one(1), one year extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and the DISTRICT.
 - (b) Each invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement and shall contain an invoice number. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice. The total combined amount for the First Payment Term invoice and Second Payment Term invoice shall not exceed the NTE Amount for the Term.
14. In the event that the Parties mutually agree to an extension in accordance with the Agreement ("Extension Term"), DISTRICT shall remit payment for the Extension Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY for the Extension Term is not-to-exceed eighty-seven thousand seven hundred ninety-eight dollars (\$87,398.00) ("Extension NTE Amount"). This amount is to offset the cost approximately equal to one hundred percent (100%) of the annual salary and benefits for one (1) National City Police Officer at E-Step for the Extension Term.
 - (b) During the Extension Term, for each month during which CITY or NCPD has assigned and provided to the DISTRICT an officer to serve as an SRO in accordance with the Agreement and upon which said SRO has regularly performed services pursuant to the Agreement at DISTRICT's school site(s) in accordance with this Agreement, the CITY or NCPD shall provide the DISTRICT with a

monthly invoice on the first (1st) day of the following month. Each monthly invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement. CITY shall ensure that an invoice number is entered on all invoices submitted for payment. The total combined amount for all CITY invoices shall not exceed the Extension NTE Amount for the Extension Term. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice.

15. Coordinate with the NCPD, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

ROLE OF THE NATIONAL CITY POLICE DEPARTMENT: The NCPD shall provide the following services:

1. Assign a uniformed police officer as the SRO through shared mutual agreements with the DISTRICT and the SUHSD from July 1, 2020 through June 30, 2021.
 - The shared SRO shall be responsible for providing law services to both DISTRICT and the SUHSD.
2. Assign a uniformed police officer as the SRO to primarily focus on serving DISTRICT schools beginning July 1, 2020 through June 30, 2021.
3. Assign the SRO to liaison with the school campuses of the DISTRICT with the purpose of being engaged in the following duties:
 - Coordinate with DISTRICT to ensure annual training for teachers and other school staff on law enforcement and campus security issues.
 - Serve as a member of the DISTRICT's Student Attendance Review Board ("SARB").
 - Provide general law enforcement duties focusing on:
 - Safety of students and staff on campus
 - Gang related violence and crime
 - Campus intrusion

- Loss and/or damage to property
 - Weapons on campus
 - Alcohol and drugs on campus
 - Truancy
 - Traffic Safety
4. Ensure that the officer assigned as the SRO receives all required training and any additional training deemed beneficial to their tasks.
 5. Designate a member of the police staff to regularly meet with DISTRICT's staff to evaluate program needs, upon DISTRICT's request.
 6. Ensure the SRO will be afforded ample time to engage in informal interaction with the students.
 7. Abstain from having the SRO perform enforcement duties during time scheduled for classroom presentations, except in cases of emergency, or cases of urgency determined by the Chief of Police or his designee.
 8. Pay the agreed upon monies toward the salary and benefits for the police officer assigned as the SRO.
 9. Agree that the day-to-day operation and administrative control of the SRO and SRO program shall be the responsibility of the NCPD. Responsibility for the conduct of the SRO, both personally and professional, shall remain solely with the NCPD. The SRO is employed and retained by the NCPD, and in no event shall the SRO be considered an employee of the DISTRICT.

Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. The SRO shall do the following:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policy manual of the NCPD. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches, should it become necessary to conduct formal law

enforcement interviews or searches with students or staff on school property or at school functions under the jurisdiction of the DISTRICT. The SRO will not be involved in searches conducted by DISTRICT's personnel unless a criminal act is involved or unless DISTRICT's personnel requires the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional law enforcement assistance on campus and shall inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Comply with all laws, regulations, policies of the NCPD, and DISTRICT's Governing Board ("Board") policies, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act or behave in a manner inconsistent with their duties as law enforcement officers.
6. Attend the DISTRICT's SARB Hearings at NCPD.
7. Attend site-based SARB meetings as requested.
8. Issue citations to parents for violations of the SARB contract.
9. Coordinate, train and inspect individual Safety Patrols as requested.
10. Provide parent education/presentations to parent groups, upon DISTRICT's request.
11. Attend meetings and facilitate participation for the San Diego Law Enforcement Teddy Bear Drive.
12. As available, provide education related to criminal law and drug awareness to middle and high school students, upon DISTRICT's request.
13. Teach narcotics awareness at DISTRICT's Parent/Teacher Association meetings and student classrooms/assemblies, upon DISTRICT's request.
14. Facilitate NCPD participation and pin sales for Shop with a Cop event.
15. Facilitate the Padre Law Enforcement Day Program for NCPD and CITY employees.
16. Inspect and approve individual school safety plans for elementary and secondary schools. Confer with the school site principal and DISTRICT administrators to develop plans and

strategies to prevent and/or minimize situations on or near DISTRICT's campus(es) or involving students at school-related activities.

17. Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections, to the extent expressly permitted by law.
18. Conduct juvenile warrant sweeps, to the extent expressly permitted by law.
19. Attend various school events and fairs as requested. If the SRO attends such school events or fairs and there are overtime costs, DISTRICT shall be liable for such overtime costs only if the DISTRICT has given prior written approval.
20. Enforce the San Diego County Daytime Loitering within CITY limits.
21. Attend school based disciplinary hearings and intervention programs.
22. Participate in multi-agency Truancy/Daytime Loitering Sweeps within the CITY limits, to the extent expressly permitted by law.
23. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.
24. Be familiar with all community agencies offering assistance to youths and their families, such as mental health clinics and drug treatment centers, and, in consultation with school administration, may make referrals when appropriate.
25. It is the responsibility of the SRO to report work schedule conflicts to the DISTRICT.

EXHIBIT "B"

2. USE OF EDUCATIONAL RECORDS FORM

I, _____[Name]_____, was assigned as a School Resource Officer at National School District on _____[Name]_____.

By signing below, I confirm that:

- (1) I will access educational records in my capacity as a School Resource Officer at National School District if any only if it is required to provide for the safety and security of school sites.
- (2) I understand and agree that the National School District shall have direct control of my use and maintenance of such educational records.
- (3) I understand that I may only use the information for the purpose which disclosure was made and that I will comply with the re-disclosure requirements set forth under 34 Code of Federal Regulations part 99.33.
- (4) I have had sufficient time to review this Acknowledgement and fully understand its contents.

Print Name

Signature

Date

151-5/4542377.1

151-5/4542377.2

EXHIBIT F

May 26, 2021

SERVICE AGREEMENT

This Service Agreement (the “Agreement”) dated the 1st of July 2021 between National School District, a California public school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to the School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1. Care Solace owns and operates a website located at the URL caresolace.com which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2021. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2. Care Solace shall facilitate a process called the “Warm Hand-Off,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (“independent contractors”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3. In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Concierge team. The Care Concierge team are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Concierge team are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Concierge team member to an Authorized User. The Care Concierge team are not a crisis response team. The Care Concierge team are available to work directly with students and families to connect them with Treatment Providers. Care Concierge team members are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 52, *infra*.

Term

9. This Agreement shall be effective as of July 1, 2021 (hereinafter the “**Effective Date**”).

10. The initial term of this Agreement (hereinafter the “**Initial Term**”) will begin on July 1, 2021 and continue through June 30, 2024. This Agreement will renew automatically for one-year terms (hereinafter, “**Renewal Term**”) on July 1st of each year following the Initial Term (hereinafter the “**Renewal Date**”).

11. The maximum term of this Agreement is five years.

12. School District may terminate an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

13. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

14. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 52, *infra*.

14.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

14.2. The written notice to a breaching party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 14 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

Fees

15. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

15.1. For the Initial Term July 1, 2021 through June 30, 2024 School District will pay \$35,940 to Care Solace (based on student enrollment 4792, source National School District) upon execution of this agreement.

16. The fees set forth in Paragraph 15, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of the termination by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

17. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, the Children's Online Privacy Protection Act, and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "**FERPA**").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. The Parties do not expect that, in most instances, education records other than "directory information," as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. However, in order to ensure that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any independent contractor that is provided with access to the "warm hand-off" or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school

official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. **Use Restrictions.** School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. **Security.** School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or

flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District promptly upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, School District shall be solely responsible for any and all such notifications at its expense.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one party (hereinafter "**Owner**") may disclose to the other party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information

shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in

accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

38.1. **Additional Insured.** Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. **Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.**

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "School District Parties") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "Claims"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 52, *infra*,

and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

Dispute Resolution

41. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the "**Arbitration Agreement**").

42. An aggrieved party shall notify the other party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Paragraph 14, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 52, *infra*. The date that notice is received by the opposing party shall hereinafter be referred to as the "**Notification Date**."

43. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

43.1. Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

43.2. The parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. The mediator must have experience as a state or federal court judge, unless the parties mutually agree that a mediator without such experience is appropriate in a given instance. In the event that the parties are unable to agree upon the selection of a mediator, the parties shall request that the Mediation Service assign a mediator with the qualifications specified herein from its panel of neutrals.

43.3. The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

44. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "**FAA**"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will

apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

45. Arbitration shall be initiated by the aggrieved party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

45.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures is attached hereto as Exhibit A.

45.2. The arbitrator will be selected by mutual agreement of the Parties. If the Parties are unable to agree on an arbitrator, the method of appointment set forth in R-12 of the AAA's Commercial Arbitration Rules and Mediation Procedures shall be followed.

45.3. Any fee for initiating arbitration must be paid by the party initiating arbitration. The other up-front costs of the arbitration shall be borne equally by the parties and will be subject to reallocation by the arbitrator in the award as provided for in this Arbitration Agreement.

45.4. The arbitration award shall be signed by the arbitrator and shall be in the form of a written, reasoned opinion setting forth the arbitrator's findings of fact and conclusions of law. The award shall be binding on the parties.

45.5. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California.

45.6. The arbitrator's ability to award monetary damages shall be limited in accordance with Paragraphs 46-49, *infra*.

45.7. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction, in accordance with FAA Rule 9 (9 U.S.C. § 9).

45.8. It is the intent of the Parties that arbitration proceedings arising under this agreement be consolidated with arbitration proceedings arising under other agreements relating to the same transaction or series of transactions involved in this agreement and involving common issues of law or fact.

45.9. If a party fails or refuses to appear or participate in the arbitration, or in any portion of the arbitration, after having been given notice and opportunity to participate as provided for in this Arbitration Agreement, the arbitration will proceed, and the arbitrator may render a final award on the basis of the evidence presented by the participating party. An award rendered under such circumstances is valid and enforceable as if all parties had participated fully.

45.10. The arbitrator shall award the prevailing party the costs of mediation and arbitration.

45.11. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other parties whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries. In the event of a dispute over whether particular persons or entities are subject to the jurisdiction of the arbitrator in an arbitration under this agreement, the arbitrator shall determine whether or not the arbitrator has jurisdiction over these persons or entities. The arbitrator's decision as to the arbitrator's jurisdiction is final and binding.

45.12. This Binding Arbitration will not be subject to appeal.

Limitation on Damages

46. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, special, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

47. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

48. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third party, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other party, including School District.

49. The prevailing party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

50. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

51. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

52. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District: National School District
1500 N Avenue
National City, CA 91950-4827
Attention: Dr. Leighangela Brady
Email: lbrady@nsd.us

If to Care Solace: Addiction Treatment Technologies, LLC DBA: Care Solace
669 2nd Street
Encinitas, CA 92024
Attention: Chad A. Castruita
chad@caresolace.org

School District Dept: _____
Accounts Payable contact: Name: _____
Email: _____
Phone: _____

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

53. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.

54. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

55. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

56. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party’s reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional

emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 56 become the source of a Dispute between the Parties, then either party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 14 and 41, *supra*. Any written notice under this Paragraph 56 must comply with the written notice requirements of Paragraph 52, *supra*.

57. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 52, *supra*.

58. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

59. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

60. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

61. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

62. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

63. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

-- SIGNATURE PAGE TO FOLLOW --

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC
("Provider") DBA: Care Solace**

Printed Full Name: Chad A. Castruita, CEO

Signature:  _____

National School District ("Client")

Printed Full Name: _____

Title: _____

Signature: _____