

#### **SECTION 1: MEETING DETAILS**

### Hello Caliber Board Members,

Thank you for your commitment to the students and families of Caliber. Though it has been an interesting school year, we have so much to be proud of and to celebrate. Our team looks forward to engaging with you and getting your feedback as we close out this year and plan for next school year.

Best,

Terence Johnson

Day and Time: June 13 2022, at 4:00 PM to 6:00 PM (Pacific)

Dial-In: **Topic**: June Board Meeting

Join Zoom Meeting:

https://caliberschools.zoom.us/j/89997088105?pwd=SIZhRFp3UXVCM1JodW1FTV

A2aDIDUT09

Meeting ID: 899 9708 8105

**Password:** 164523

**Dial by your location:** +16699006833

### RSVP PLEASE, SO WE CAN CONFIRM WE HAVE A QUORUM

Estefania Garcia Markus Mullarkey Wendy Villalobos (510) 499-4092 (415) 860-4963 (510) 827-2736



### SECTION 1 : AGENDA THE CALIBER PUBLIC SCHOOLS BOARD OF DIRECTORS PUBLIC MEETING June 13, 2022, at 4:00 PM to 6:00 PM

4:00 PM Call to Order J Moses

- Roll call, establish quorum and meeting norms
- Review and approve the agenda for the meeting

#### A. Discussion & Action Items

J Moses

A1. Criteria for Conducting Business by Teleconference

o Action Item: Board Findings Relating to Teleconference Meetings During State of Emergency in accordance with AB 361

### **B.** Staff Updates

B1. CEO Updates

T Johnson

### C. Discussion & Action Items

C1. Board Member Resignations & Appointments

T Johnson

- Action Item: Beth Sutkus Thompson Board Appointment
- o Action Item: Tina Sachs Board Appointment
- C2. Local Control Accountability Plans (LCAPs)

K Hendrickson

- o Action Item: Beta Academy LCAP
- o Action Item: ChangeMakers Academy LCAP
- C3. Universal Transitional Kindergarten (UTK) Plans

A Molina

- Action Item: Beta Academy UTK Plan
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- C4. Expanded Learning Opportunities Program (ELO-P) Plans

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- o Action Item: Beta Academy ELO-P Plan
- o Action Item: ChangeMakers Academy ELO-P Plan
- C5. Declaration of Need for Fully Qualified Educators

S Strom

- Action Item: Caliber Beta Academy 2021-2022 Declaration of Need for Fully Qualified Educators
- Action Item: Caliber ChangeMakers Academy 2021-2022 Declaration of Need for Fully Qualified Educators
- o Action Item: Caliber Beta Academy 2022-2023 Declaration of Need for Fully Qualified Educators
- Action Item: Caliber ChangeMakers Academy 2022-2023 Declaration of Need for Fully Qualified Educators
- C6. Finance & Budget Update

M Mullarkey

- o Action Item: 2022-23 Beta Academy Budget
- o Action Item: 2022-23 ChangeMakers Academy Budget
- o Action Item: 2022-23 School Support Organization Budget

### D. Review/Approval of Consent Items

J Moses

Policies

(e.g., Student Services Policy Manual, Staff Handbook, etc.)Student Services Policy Manual Contracts



(e.g., Meals, Transportation, Custodial, After School, SPED, Instruction Partners, etc.)

- D1. 04/21/22 Meeting Minutes
- D2. 2022-23 Student Services Policy Manual
- D3. 2022-23 Staff Handbook
- D4. 2022-23 Caliber: Beta Academy EPA Spending Plans
- D5. 2022-23 Caliber: Change Makers Academy EPA Spending Plans
- D6. 2022-23 BABI Janitorial Contract Caliber: BETA Academy
- D7. 2022-23 Revolution Foods Contract Renewal
- D8. 2022-23 Bay Area Community Resources 2022-23 Contract Extension
- D9. 2022-23 Instructional Partners Agreement
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### E. Public Comment Open

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education.

F. Closed Session T Johnson

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): (1).

#### CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Gov. Code section 54956.9(d)(1).) Case Name Unspecified: (disclosure would jeopardize settlement negotiations)

6:00 PM Adjourn J Moses

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# PRE-READING PACKET TABLE OF CONTENTS Caliber Public Schools Board of Directors Meeting June 13, 2022

### **SECTION 1: MEETING DETAILS & AGENDA**

### **SECTION 2: ADVANCE DISCUSSION MATERIALS**

These materials are related to specific discussion and decision items at the upcoming meeting.

Item	Document	Description	Page
A1	Criteria for Conducting Business by Teleconference	The Board will review and vote on teleconferencing during State of Emergency Declaration under AB 361	
B1	CEO Updates	The CEO and staff will update the Board on several important functions including	
C1.1	Board Member Appointment #1	Board nominee, Beth Thompson will be recommended .	34-35
C1.2	Board Member Appointment #1	The Board will vote on a new Board nominee, Tina Sachs.	36-38
C2.1	Beta Academy Local Control Accountability Plan (LCAP) and CDE Dashboard Local Indicators	Staff will present the Beta Academy LCAP and Local Indicators for Board approval.  4	
C2.2	CMA Local Control Accountability Plan (LCAP) and CDE Dashboard Local Indicators	Staff will present the CMA LCAP and Local Indicators for Board approval.	
C3.1	Universal Transitional Kindergarten (UTK) Plans Beta Academy	Draft of Beta Academy Universal Transitional Kindergarten (UTK) plans	253- 292
C3.2	Universal Transitional Kindergarten (UTK) Plans ChangeMakers Academy	Draft of ChangeMakers Academy Universal Transitional Kindergarten (UTK) plans	293- 331
C4.1	Beta Academy Expanded Learning Opportunities Program Plan (ELO-P)	Staff will present the Beta Academy ELO-P plan for Board approval.	338- 350



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C4.2	CMA Expanded Learning Opportunities Program Plan (ELO-P)	Staff will present the CMA ELO-P plan for Board approval.	351- 363
C5.1	Caliber Beta Academy 2021-2022 Declaration of Need for Fully Qualified Educators	The Commission on Teacher Credentialing requires Board approval of a CL-500 Declaration of Need based on the anticipated number of staff that are not fully credentialed and need to fill vacancies in which emergency credentials may apply to regular teaching positions of long term (over 30 days in the same assignment) substitute positions.	369- 373
C5.2	Caliber ChangeMakers Academy 2021-2022 Declaration of Need for Fully Qualified Educators	The Commission on Teacher Credentialing requires Board approval of a CL-500 Declaration of Need based on the anticipated number of staff that are not fully credentialed and need to fill vacancies in which emergency credentials may apply to regular teaching positions of long term (over 30 days in the same assignment) substitute positions.	374- 378
C5.3	Caliber Beta Academy 2022-2023 Declaration of Need for Fully Qualified Educators	The Commission on Teacher Credentialing requires Board approval of a CL-500 Declaration of Need based on the anticipated number of staff that are not fully credentialed and need to fill vacancies in which emergency credentials may apply to regular teaching positions of long term (over 30 days in the same assignment) substitute positions.	379- 383
C5.4	Caliber ChangeMakers Academy 2022-2023 Declaration of Need for Fully Qualified Educators	The Commission on Teacher Credentialing requires Board approval of a CL-500 Declaration of Need based on the anticipated number of staff that are not fully credentialed and need to fill vacancies in which emergency credentials may apply to regular teaching positions of long term (over 30 days in the same assignment) substitute positions.	384- 388
С6	Finance Update	Staff presentation regarding the 2021-22 financial outlook and proposed 2022-23 budgets for the organization and its schools.	389- 405
C6.1	2022-23 Budget Update Charts	Spreadsheet version of charts from budget presentation in the Board packet. Includes the proposed 2022-23 Budget for all of Caliber Public Schools (by division)	406-413
C6.2	Beta Academy 2022-23 Budget	Each charter school provides the following budget updates to authorizers and the CDE each year:  • By July 1 - Budget for the year  • By December 15 - First Interim report  • By March 15 - Second Interim report  • By Sept 15 - Unaudited Actuals report  The budget submissions are submitted in the state-mandated "charter alternate form" template  Staff is seeking Board approval to submit the 2022-23 Beta Academy budget that is included here.	414- 419



C6.3	ChangeMakers	See description above in C6.	420-
	Academy 2022-23		425
	Budget	Staff is seeking Board approval to submit the 2022-23	
		ChangeMakers Academy budget that is included here.	

### SECTION 3: CONSENT CALENDAR ITEMS FOR APPROVAL

These materials are proposed by staff for Board approval as a package. They will not be discussed and voted on individually unless the Board elects to take them up individually.

Item	Document	Description	Page
D1	04/21/22 Meeting Minutes	Caliber Public Schools April 21, 2022 Board Meeting Minutes for Approval	429- 433
D2	2022-2023 Student Services Policy Manual	Revised 2022-'23 Student Services Policy Manual for Board Approval.	434- 582
D3	2022-23 Staff Handbook	The proposed 2022-23 Staff Handbook includes recent legal updates.	583- 644
D4	Beta Academy EPA Spending Plan	Spending Plan for Caliber: Beta Academy's use of Education Protection Account (EPA) funds.	645- 646
D5	ChangeMakers EPA Spending Plan	Spending Plan for Caliber: ChangeMakers Academy's use of Education Protection Account (EPA) funds.	647- 648
D6	BABI Janitorial Contract Renewal-CBA	Contract renewal with Bay Area Building Improvements for janitorial services at CBA for Board Approval.	649- 671
D7	Revolution Foods Third Contract Renewal	Contract renewal for Revolution Foods meal services for CBA and CMA for Board Approval.	672- 674
D8	2022-23 Bay Area Community Resources Contract Extension	Contract Extension for Bay Area Community Resources	675- 682
D9	Instructional Partners	Contract Renewal with Instruction Partners for CMA and CBA for board approval.	683- 691
D10	Michael's Transportation Service, Inc.	Transportation agreement for Caliber Beta Academy Students opting for transportation to North Campus for 22-23	692- 699









# Interpretation Feature

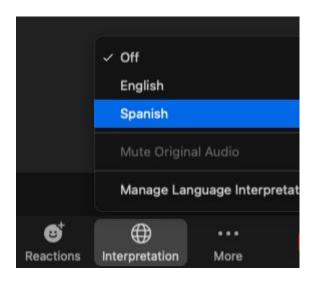


1. LEP participants must click the "Interpretation" button in the toolbar and will be presented with the audio-channel options menu for English and the foreign language.

2. Mute Original Audio Feature: The "Original Audio" refers to the audio signal from the other language channel. For example, when in the English channel, you may hear the foreign language at a lower volume and vice versa.

Selecting "Mute Original Audio" mutes the other audio channel so you only hear the selected language.

If not selected, both channels remain active (audible). For example, the LEP participant in the Chinese channel may also hear the English channel at a slightly lower volume.







# Roll Call

- Jennifer Moses
- Ron Beller
- Carolyn Hack
- Tony Adams
- Nolan Highbaugh
- Katy Vasquez







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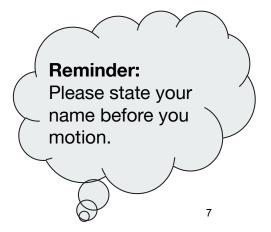
6



# Action Item(s):

- Board approval of the Agenda for June 13, 2022 Board meeting.

-Roll call of votes





### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

A1. Criteria for Conducting Business by Teleconference

## Teleconferencing AB 361



The Governor signed AB 361 that revises the requirements for conducting board meetings via teleconference, effective October 1, 2021, through January 1, 2024, provided that a State of Emergency has been declared by the Governor and the charter school board makes certain findings during each teleconference meeting.

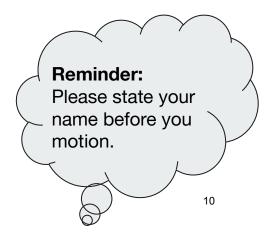
## The following applies:

1. state or local officials have imposed or recommended measures to promote social distancing;

# Action Item(s):



 Staff is recommending the board to continue to hold board meetings via teleconference in compliance with AB 361.





### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

**B1. CEO Updates** 





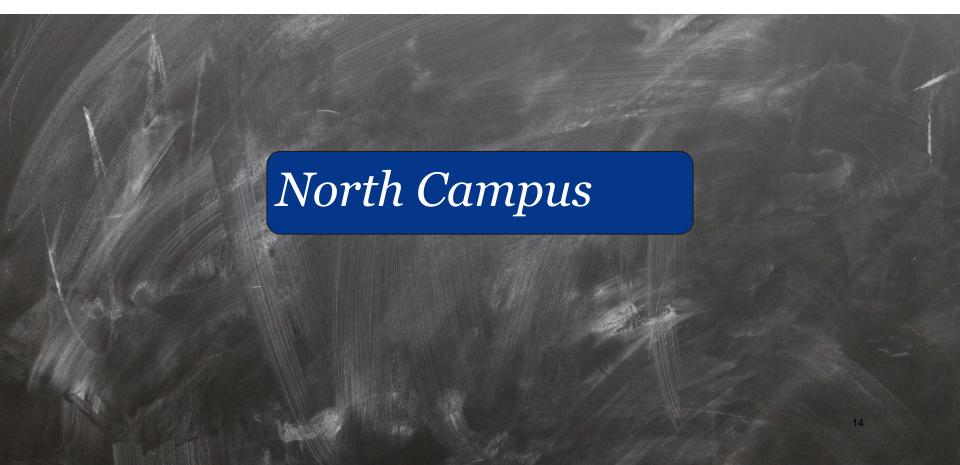




## **CEO Updates**

- North Campus
- ☐ Talent Update
- High School Appeal
- **☐** MAP Updates
- ☐ IWW Recognition









- On Schedule for late
   June finish and July
   move in start.
- Interior Finishes in Progress-(Painting,Floor s being laid down,White boards mounted,etc)
- Comcast Internet is up and running onsite.
- One Lock electronic locks installed on most exterior doors.





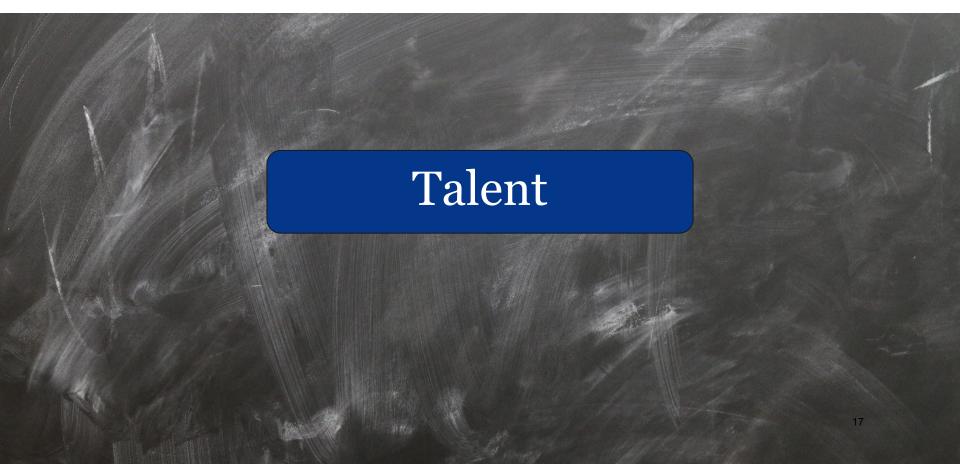


- Kitchen Equipment due for mid June delivery.
- School team tours have started!
- Furniture Delivery set for early July!
- Ribbon Cutting planning in progress for early Aug.









## Anticipated Fall to Fall Retention



Teachers Fall to Fall		
Beta Lower	78.6%	
Beta Upper	73.9%	
CMA Lower	75.9%	
CMA Upper	77.8%	
Overall	76.5%	

All School-Based Staff	
Beta	82%
CMA	78%
Overall	80%

Retention by Race/Ethnicity		
	% of Staff	% Retained
AAPI	9.6%	77.8%
Black and/or African American	30.9%	82.8%
Chicanx/Latinx	22.9%	86.0%
Two or More Races	7.4%	85.7%
White	28.7%	72.2%

## Openings and New Hires

There are currently confirmed 13 teacher openings remaining across our schools

School	Teaching Openings
Beta Lower	<ul><li>1st Grade</li><li>Education Specialist</li></ul>
Beta Upper	<ul><li>5th, 6th &amp; 7th Math</li><li>5th &amp; 7th ELA</li></ul>
CMA Lower	<ul><li>Kindergarten</li><li>4th Grade</li><li>Art</li></ul>
CMA Upper	<ul><li>5th Grade Math &amp; Science</li><li>Computer Science</li><li>ELD</li></ul>



School	Current # of new hires
Beta Lower	1 SEL Lead 6 Teachers 2 Residents
Beta Upper	1 AP 2 Teachers
CMA Lower	4 Teachers 1 Resident
CMA Upper	3 Teachers 1 Resident

Beta Lower, Beta Upper and CMA Upper all promoted teacher leaders into Instructional Coach roles for the 22-23 school year. Internal hires are not represented on this chart if they remained in the same school.





# Caliber: High School Appeal to SBOE





Appeal submitted May 13, 2022

Hearing with Advisory Commission on Charter Schools (ACCS) **August 11** 

State Board Meeting September 14 - 15







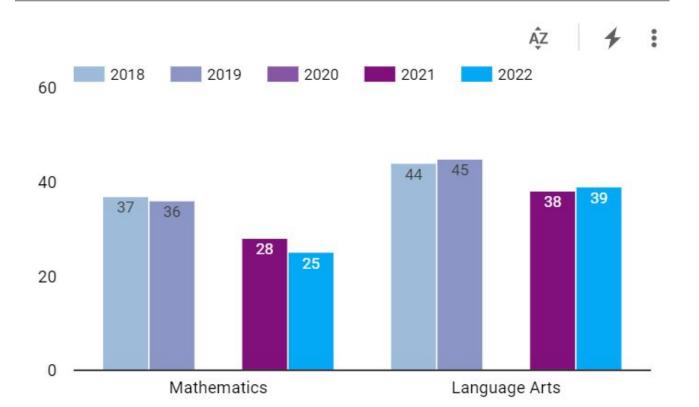
# Spring MAP Completion

Beta Academy	Changemakers Academy
97.13%	98.07%

# 3rd-8th Grade Achievement



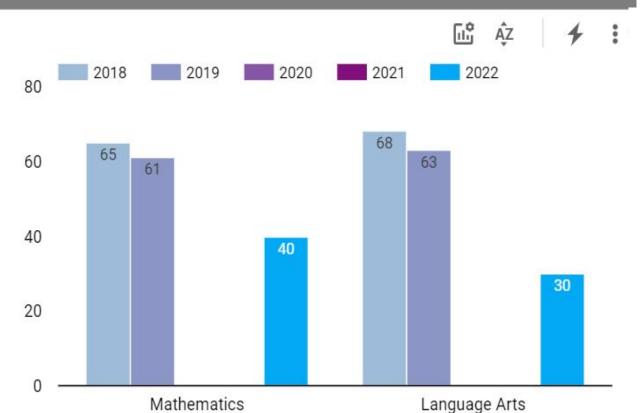
## **Spring Median Percentile Over Time**



# K-2nd Grade Achievement



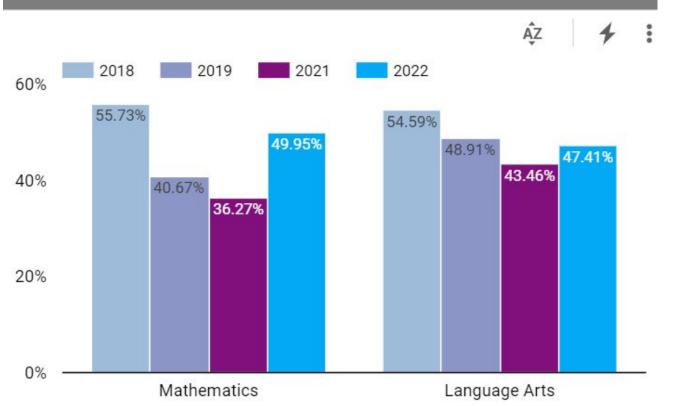
## **Spring Median Percentile Over Time**



# 3rd-8th Grade Typical Growth



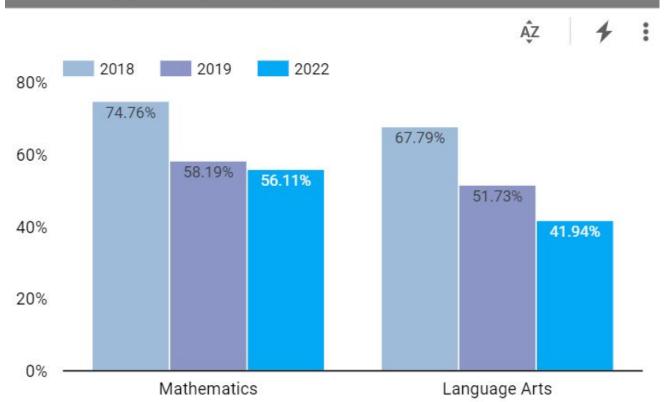




# K-2nd Grade Typical Growth



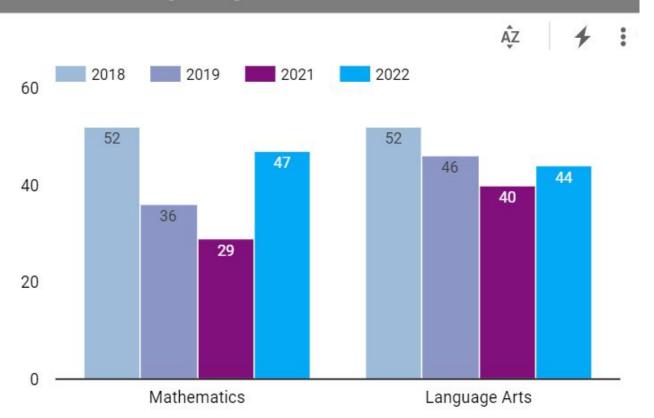




# How does our growth compare?



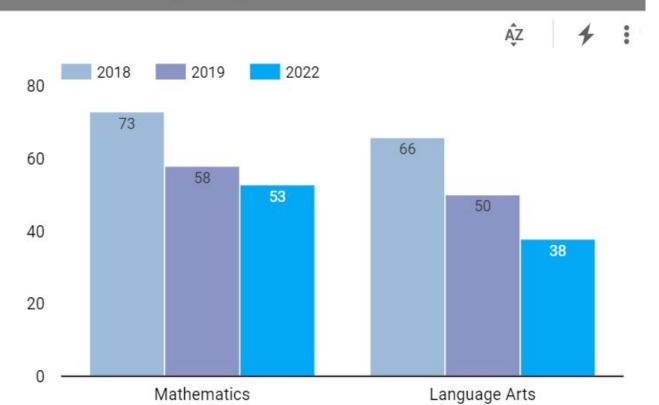
## **Median CGP by Subject & Year**



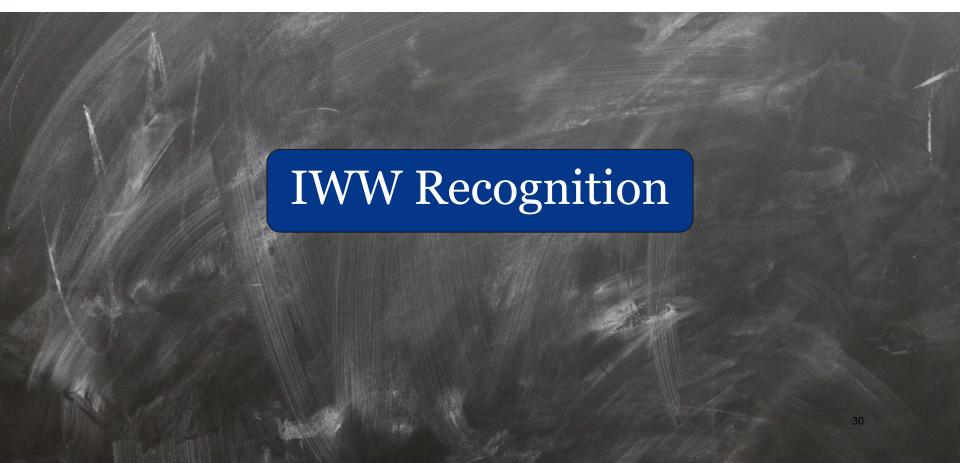
# How does our growth compare?



## Median CGP by Subject & Year









## **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C1. Board Member Resignation and Appointments









# **Margarita Vasconcelos Florez**

(Effective 4/22/22)

**Andrya Huntsman** 

(Effective 4/22/22)

**Carolyn Hack** 

(Effective 06/14/22)



# **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

**C1.1 Board Member Appointment #1** 







**Beth Thompson** is currently an Executive Coach at the KIPP Foundation where she builds capacity in KIPP's regional CEOs and their leadership teams. Beth was previously the founder and CEO of KIPP Northern CA Public Schools for 15 years. In this role, she led the organization to consistently outperform district and state achievement levels, resulting in multiple California Distinguished School and National Blue Ribbon designations; expanded to a TK-12 system of schools across five counties serving nearly 7,000 students and supporting 3,000+ alumni in their postsecondary path; and oversaw an operating budget exceeding \$100M.

Previously, Beth was the West Coast Trailblazer at the KIPP Foundation, where she created and implemented a strategic growth plan for KIPP schools, including securing charters, start-up funding, facilities, and community support. Prior to her work at KIPP, Beth was on the founding team of NewSchools Venture Fund, a national nonprofit venture philanthropy working to reimagine public education. She holds a B.A. in political science, Masters in Education, and Masters in Business Administration from Stanford University. She is a proud resident of Oakland, parent of two elementary-school children, and Board member of Braven Bay Area and Cambiar Education.



# **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

**C1.2 Board Member Appointment #2** 







**Tina Sachs** is the current Director and Finance Accounting at Khan Academy. Khan Academy is a worldwide organization whose mission is to provide a world class education for learners everywhere. She has been in this role for 6 1/2 years helping to scale the organization by building out new products and content, keeping the site running smoothly along with providing meaningful tools for teachers and students throughout the pandemic.

Prior to this, she was the CFO at KIPP Foundation which serves students in historically under resourced communities throughout the country. She helped obtain \$50M in stimulus funding which supported the growth of its regions around the country. She was also responsible for leading IT, office management across the four sites around the country and event services.

Tina has two kids, one in college and one in high school. Both of them have learning differences which continue to provide Tina with a unique perspective and hunger to move the needle for all kids.





-Action Item: The Board is asked to take action on the Governance Committee's recommendation to appoint **Beth Thompson** and **Tina Sacks** as Caliber Public Schools Board Members.

Roll call of votes





#### **SECTION 2: ADVANCE DISCUSSION MATERIALS**

**C2.** Local Control Accountability Plans





# Local Control Accountability Plan (LCAP)

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes.

The State of California requires every public school district to develop and LCAP.



# Caliber public schools

# LCAP Timeline and Stakeholder Engagement



# Launch LCAP Process

Start reflecting on current success and challenges. Start gathering input on actions for next year

# Write Annual Update

Analysis of 20-21 LCAP goals

## Write 22-23 LCAP Template Draft

Gather input from stakeholders on priorities for next year. Review new goals and metrics aligned to Healthy Schools Framework.

Create action plans for next year for each goal area.

# Present LCAP draft at Board Meeting

Meets public meeting requirement to present LCAP draft. Capture and respond to stakeholder input on the plan.

## Present LCAP draft to ELAC/SSC and other stakeholder groups

Share with advisory committees and capture input on plan.

# Approve LCAP at Board Meeting

Revise annual update. Finalize budget and action plans for next year.

# These 6 LCAP goals encapsulate all of our schools' core operations and program



(HSF)

Our school will demonstrate the core Social Emotional Learning (SEL) competencies.

Pupil Achievement:

School Culture and Climate:

Our school will deliver academic growth and achievement for all of our students.

Our students will make connections in their school experience that make them critically conscious of their world and the world beyond.

Critical Thinking:

Equity:

Our school will promote equity and achieve equitable outcomes for our students and staff.

Our school will be financially and operationally sound.

Values: Our school will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and 43 empathy and kindness.

# *2022-23 LCAP Goals*



		Metrics & Data Sources	<b>Proposed Actions</b>
01	School Culture and Climate: Our school will demonstrate the core Social Emotional Learning (SEL) competencies.	<ul> <li>SEL &amp; School Climate Surveys</li> <li>Suspension Rates</li> <li>Dropout Rates</li> </ul>	<ul><li>SEL team alignment</li><li>Referral tracking system</li></ul>
02	Pupil Achievement: Our school will deliver academic growth and achievement for all of our students.	<ul> <li>NWEA MAP Growth</li> <li>SBAC Achievement</li> <li>ELPAC Progress Indicator</li> <li>Reclassification Rates</li> </ul>	<ul> <li>Professional development on Common Core-aligned curriculum, internalization, and assessments</li> <li>Expanded learning programs</li> <li>Data Cycles</li> </ul>
03	Critical Thinking: Our students will make connections in their school experience that make them critically conscious of their world and the world beyond.	<ul> <li>Access to Broad Course of Study</li> <li>Student-centered conferences</li> <li>Computer Science and Art</li> </ul>	<ul> <li>Student-centered conferences</li> <li>Computer Science and Art Courses</li> <li>CLRP and Teacher Excellence Rubrics</li> </ul>

# 2022-23 LCAP Goals

empathy and kindness.



		Metrics & Data Sources	<b>Proposed Actions</b>
04	Equity: Our school will promote equity and achieve equitable outcomes for our students and staff.	<ul> <li>Accelerated academic growth for focus student groups (ELL, SWD)</li> <li>Improved staff DEIB perceptions</li> <li>More representative staff community</li> </ul>	<ul> <li>Inclusive Hiring Practices</li> <li>Professional development on designated ELD</li> <li>Improved collaboration with General Education and Special Education staff</li> </ul>
05	Sustainability & Growth: Our school will be financially and operationally sound.	<ul> <li>Attendance (ADA, Chronic Absenteeism)</li> <li>Enrollment &amp; student retention</li> <li>Teacher credentials</li> <li>Staff retention</li> <li>Facilities in good repair</li> </ul>	<ul> <li>Attendance and engagement systems</li> <li>Professional development stipends</li> <li>Meal programs</li> <li>Technology infrastructure</li> </ul>
06	Values: Our school will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and	<ul> <li>Parent engagement reflection</li> <li>Parent satisfaction</li> <li>Staff: Observation &amp; feedback</li> <li>Student: Cultural Awareness &amp; Action</li> </ul>	<ul> <li>Cultural Celebrations</li> <li>Coaching and feedback cycles</li> <li>Targeted family partnerships         <ul> <li>45</li> </ul> </li> </ul>



# Local Control Accountability Plan (LCAP)

Staff recommends the Board approve the ChangeMakers Academy and Beta Academy LCAPs.





-Staff recommends the Board approve the ChangeMakers Academy and Beta Academy LCAPs.

Roll call of votes

Reminder:
Please state your
name before you
motion.



#### **SECTION 2: ADVANCE DISCUSSION MATERIALS**

C2.1 Beta Academy Local Control Accountability Plan (LCAP) and CDE Dashboard Local Indicators



# **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Caliber: Beta Academy

CDS Code: 07-10074-0129528

School Year: 2022-23 LEA contact information:

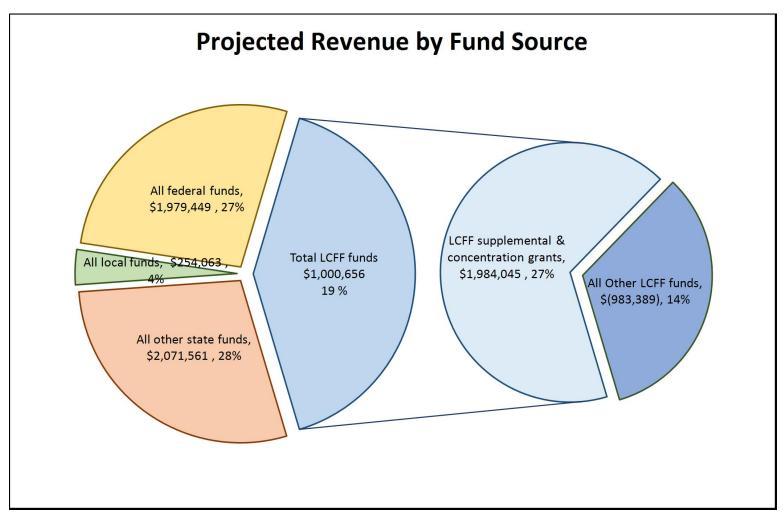
Tim Pruitt & Andrew Grossman

School Leaders

(510) 685-1768

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 2022-23 School Year** 



This chart shows the total general purpose revenue Caliber: Beta Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Caliber: Beta Academy is \$14305730, of which \$1000656 is Local Control Funding Formula (LCFF), \$2071561 is other state funds, \$254063 is local funds, and \$1979449 is federal funds. Of the \$1000656 in LCFF Funds, \$1984045 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.

Budgeted Expenditures in the LCAP						
\$ 16,000,000						
\$ 14,000,000	TUDIU					
\$ 12,000,000	Total Budgeted General Fund					
\$ 10,000,000	Expenditures,		Total Budgeted			
\$ 8,000,000	\$13,987,278		Expenditures in			
\$ 6,000,000			the LCAP			
\$ 4,000,000			\$13,987,278			
\$ 2,000,000						
\$ 0						

This chart provides a quick summary of how much Caliber: Beta Academy plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Caliber: Beta Academy plans to spend \$13987278 for the 2022-23 school year. Of that amount, \$13987278 is tied to actions/services in the LCAP and \$0 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

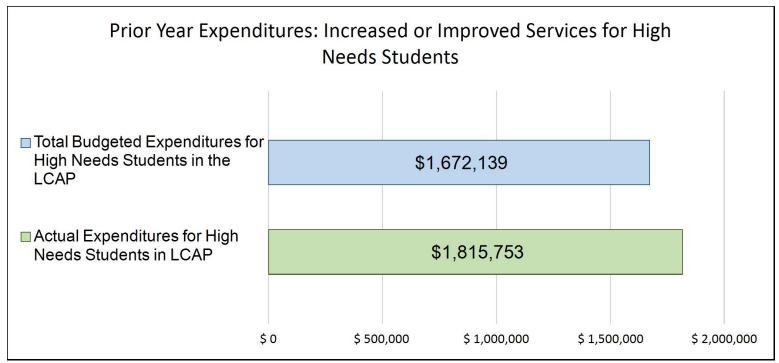
There are no budgeted expenditures that are not included in the LCAP.

# Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Caliber: Beta Academy is projecting it will receive \$1984045 based on the enrollment of foster youth, English learner, and low-income students. Caliber: Beta Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Caliber: Beta Academy plans to spend \$1984045 towards meeting this requirement, as described in the LCAP.

# **LCFF Budget Overview for Parents**

# Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Caliber: Beta Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Caliber: Beta Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Caliber: Beta Academy's LCAP budgeted \$1672139 for planned actions to increase or improve services for high needs students. Caliber: Beta Academy actually spent \$1815753 for actions to increase or improve services for high needs students in 2021-22.



# Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	
Caliber: Beta Academy	Andrew Grossman & Tim Pruitt School Leaders	info@caliberbetaacademy.org	

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

All funds provided in the Budget Act of 2021 were included in the 2021-22 Local Control and Accountability Plan (LCAP). As such, no additional engagement was needed for the use fo funds that were not included in the 2021-22 LCAP.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Beta Academy has an unduplicated pupil percentage in excess of 55% and therefore it does anticipate receiving a concentration grant as part of its 2021-22 LCFF funding. The school has estimated the size of its concentration grant add-on at \$161,858 in the 2nd interim budget update approved by the Board in December 2021 (based on an estimated concentration grant of \$701,384, which would only have been \$539,526. without the add-on). The school plans to use this add-on funding to hire additional instructional staff who will provide direct services to students.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

All use of one-time federal funds that are intended to support recovery from the COVID-19 pandemic were planned in conjunction with the development of school's 2021-22 LCAP. As such, the description of the engagement of educational partners that was included in that LCAP also applies to the use of these funds. Specifically, the engagement with (i) Caliber Students and Families, (ii) Caliber School Leadership Teams, (iii) Caliber Teachers and Staff, and (iv) Caliber partners and consultants, all of which are detailed on page 6 in the school's LCAP (the "Stakeholder Engagement" section).

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Beta Academy is receiving ESSER III funding, the expenditure plan for which was formally approved by the Board in October 2021 after

having previously been included in the budget approved by the Board in June 2021. The school did not intended to spend ESSER III funding in the 2021-22 fiscal year, but rather to spend it in 2022-23 and 2023-24. That remains the plan at this time.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

As noted above, planning for the use of all the school's fiscal resources is conducted in an integrated and comprehensive manner so that all funding is consistent with the goals in the school's LCAP. While the specific focal points of different sources of funding may vary (e.g., meal funding will support the meal program, and special education funding will support the special education program), the overall strategy, priorities, and goals of the organization are considered holistically when considering how individual programs and funding sources fit together to support the organization's goals.

# Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="Licff@cde.ca.gov">Lcff@cde.ca.gov</a>.

# Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022-23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

# Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

**Prompt 1:** "A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP)."

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

**Prompt 2:** "A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent."

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code*2022-23 Local Control Accountability Plan for Caliber: Beta Academy

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Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: "A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils."

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (https://www.cde.ca.gov/fg/cr/relieffunds.asp) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (https://www.cde.ca.gov/fg/cr/) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

**Prompt 4:** "A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation."

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

**Prompt 5:** "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education November 2021



# **Local Control Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Caliber: Beta Academy	Tim Pruitt & Andrew Grossman School Leaders	info@caliberschools.org (510) 685-1768

# **Plan Summary [2022-23]**

## **General Information**

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

Caliber: Beta Academy's (Caliber) mission is to achieve educational equity by shifting the experiences, expectations, and outcomes for students in historically underserved communities. The school's strengths-based educational program validates, affirms, respects, and supports students, families, and staff members to reach their full potential. Caliber: Beta Academy serves 887 students in Transitional Kindergarten to 8th grade in the 2021-22 school year.

Caliber achieves their mission through targeting our 4 pillars of heart, smart, think and act. At Caliber Schools, we will establish a safe and supportive environment (HEART) so that students can engage in rigorous learning (SMART) and develop the skill set to be critical thinkers (THINK) who then become agents of change in their communities and world (ACT).

We deeply believe in the impact teacher effectiveness has on student achievement. Therefore, we are committed to teacher development. We place significant resources, time and effort into professional development, coaching, and focusing school leadership on instruction and the classroom. We also have placed a value in students learning the emerging competencies of computational thinking. All of our students receive coding on a consistent and frequent basis in all grades. Additionally, we offer a 1:1 ratio of students to computers throughout the school (chromebooks). Our classroom instruction is aligned with the Common Core, as is our curriculum and assessment program. We provide a comprehensive Social-Emotional program including explicit curriculum, restorative practices, mindful practices, community building, and access to mental health supports.

This year's LCAP maintains the same goals as was presented in the 2021-22 LCAP.

### **Reflections: Successes**

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

#### **NWEA MAP**

Students in grades TK-4 made growth in Mathematics on NWEA MAP in Math, with the average % meeting typical growth averaging 60% in these grades. 67% of 8th graders met typical growth in Math on NWEA Map as well. On average, students across the school met typical growth (schoolwide CGI 0.0) in Reading.

#### Student and Staff Climate

Staff retention after the year of distance learning was above 85%, and at the time of LCAP submission, Caliber Beta is on track to retain 80% of staff at the time of LCAP submission. We believe this is the result of a lot of support form leadership and positive staff culture.

## **EL Progress**

We have invested in an EL curriculum, EL Achieve, and hired an ELD coordinator this year. As a result, we are on track to improve the EL reclassification rate to 13% at the time of LCAP submission.

# **Reflections: Identified Need**

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

#### Attendance

Similar to public schools across the state, we struggled to maintain our usual attendance rates in the year returning from distance learning. Our average ADA was 89%, when we usually account for 95%. Chronic absenteeism was also a problem this year. We have adjusted actions for the 2022-23 school year to prioritize attendance tracking and response systems to bring our ADA back up to its usual levels.

#### School Culture and Climate

While we have a lot to celebrate related to diversity and inclusion and high expectations, which were our top two categories in the SEL survey, we must improve our work in the direction of engagement. We have added more non-core courses to the schedule for next year (including Art) and will provide more enrichment programming through Expanded Learning.

#### Achievement

We knew that the return to in-person learning would reveal the exact amount of learning loss incurred during distance learning. While MAP results show overall return to a year of growth or more in Math and Reading across the school, we know that middle school Math will be an area of focus for next year. In Reading, 1st, 2nd, 5th, and 7th grades fell short of meeting typical growth (1st - 36%, 2nd - 36%, 5th - 35%, 7th - 35%), signalling that we must double down on our efforts in curriculum internalization in these areas.

We will continue our efforts in implementing grade-level appropriate, standards-based curriculum. Because many of our students come to us below grade level in Reading and Math, we have prioritized the internalization of ELA and Math curricula, which are represented in our actions. We believe that this process of curriculum internalization, combined with weekly data meetings, will support teachers to be able to respond to student achievement results more regularly, which we believe will translate into improved CAASPP scores.

# **LCAP Highlights**

A brief overview of the LCAP, including any key features that should be emphasized.

Caliber Beta Academy has clearly defined schoolwide outcomes and goals, and these goals are informed by and aligned with the eight state priorities and the state and local indicators published in the California School Dashboard. Caliber Beta Academy's LCAP provides a

reasonably comprehensive description of the school's goals, actions, and outcomes in the state priorities, schoolwide and for all numerically significant pupil subgroups. The LCAP is informed by Caliber's Healthy Schools Framework, which outlines Six Essential Questions that we consider in determining the overall health of each of our schools. They are:

Caliber's Six Essential Questions:

Does our network demonstrate the core SEL competencies?

Does our network deliver academic growth and achievement for our students?

Does our network help our students make connections in their school experience that make them critically conscious of their world and the world beyond?

Does our network promote equity and achieve equitable outcomes?

Is our network financially and operationally sound?

Are we the (F.A.C.E.) of Caliber?

# Comprehensive Support and Improvement

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

#### Schools Identified

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

Caliber: Beta Academy has not been identified as being eligible for comprehensive support and improvement.

## Support for Identified Schools

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

Not applicable because the school has not been identified as being eligible for comprehensive support and improvement.

## Monitoring and Evaluating Effectiveness

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

Not applicable because the school has not been identified as being eligible for comprehensive support and improvement.

# **Engaging Educational Partners**

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Stakeholder input and engagement has been essential for the development of Caliber's 2021-2022 school year plans. We have many systems in place to engage our stakeholders throughout the school year.

#### Students and Families

A student survey was given twice this year to all students. A family survey is administered twice annually as well. The SSC met twice in the Spring of 2022 to provide feedback the ideas and allocations in this LCAP.

#### Teachers and Staff

There are members of teachers and staff on the SSC. Teachers and staff participate in a survey twice annually, and the themes from these surveys also provide insight into the LCAP.

#### A summary of the feedback provided by specific educational partners.

Family Feedback: Families have asked for more opportunities to come on campus in the wake of the year of distance learning. Families also want more extracurricular activities and course offerings.

Student Feedback: Students expressed wanting their classes to be more engaging and to have more options for extracurricular and non core courses.

Staff Feedback: Staff strengths in the survey include evaluation, diversity, equity, and inclusion, and belief in the academic opportunity we are providing to students. Results in the staff survey reveal that teachers rely on the provided curriculum instead of finding their own materials, and believe that the curriculum we offer is rigorous. This was affirming to our progress in internalization.

Overall, stakeholders express optimism about the future of Caliber Beta. Parents and families express high levels of confidence in the school and 90% would recommend Caliber to a family member or a friend. Families are looking for more opportunities to get involved on campus next year.

The Caliber Public Schools-wide Academic Leadership team recommended that the metrics for MAP be replaced with metrics for iReady. Over the last several years, teachers have found MAP data difficult to analyze and respond to in lesson planning, and iReady offers an alternative assessment program that provides more detailed information about student achievement across several domains, as well as actionable next steps for students to build skills.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Family and Student Feedback informing the LCAP: We will be targeting more of our family recruiting efforts in person next year to re-engage families of students who were chronically absent this year. We also want to use these efforts to boost attendance. We also will expand our course offerings to include Art as a result of family and student feedback around enrichment and engagement.

Staff Feedback informing the LCAP: Strengths in the staff survey informed some of our action steps. Evaluation was a strength in the survey, which we're doubling down on through investments in teacher observation and feedback. We are also continuing our work in Diversity, Equity, and Inclusion in professional development. Finally, we are continuing our curriculum co-internalization and assessment work in 2022-23.

# **Goals and Actions**

# Goal

Goal #	Description
1	School Culture and Climate: Our school will demonstrate the core Social Emotional Learning (SEL) competencies.

#### An explanation of why the LEA has developed this goal.

Social-Emotional Learning is central to our program and is represented by one of Caliber's four pillars: Heart. We firmly believe in supporting the whole child, and that our students' academic successes and personal success are our responsibility. This goal aims to represent our efforts to ensure our students are competent across the domains of social-emotional learning.

We measure our success in this are primarily by survey feedback from our school community. We also use our suspension and dropout rates to measure our success in social-emotional learning, because we believe that these important data points give us important insights into school safety, student engagement, and school climate.

Priority 5: Pupil Engagement Priority 6: School Climate

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student SEL Survey: # of topics at or above average (out of 7)	7 out of 7 (Spring 2021)	Fall 2021: 54% Spring 2022: 43%			Original: 5 out of 7 or higher  Revised: 70% of topics at or above average
Student Climate Survey: # of topics at or above average (out of 9)	8 out of 9 (Spring 2021)	Fall 2021: 33% Spring 2022: 24%			Original: 7 out of 9 or higher

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					Revised: 75% of topics at or above average
Student SEL Survey: Participation (% Responded)	53.10%	Fall 2021: 61% Spring 2022: 83%			90%
Student Climate Survey: Participation (% Responded)	49.10%	Fall 2021: 86% Spring 2022: 82%			90%
Staff Climate Survey (# of topics at or above average out of 3)	0 out of 3 (Fall 2020)	Fall 2021: 100% Spring 2022: 0%			Original: 2 out of 3 or higher  Revised: 67% of topics at or above average
Staff Climate Survey: Participation (% Responded)	26.70% (Fall 2020)	Fall 2021: 75% Spring 2022: 79%			90%
Discipline: Suspension rate	0.1% SY19-20	0%			1.0% or fewer
Middle School Dropout Rate	0%	0%			1.0% or fewer
Discipline: Expulsion Rate	0%	0%			1.0% or fewer

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1.1	Student Behavior	Train staff to analyze and respond to behavior data. This system will	\$0.00	No
	Data	help staff identify students who need additional services.		66

Action #	Title	Description	Total Funds	Contributing
1.2	Trauma- Informed Practices	Provide training and professional development on Trauma informed Practices led by our SEL and Mental Health Teams. This will expand our staff's knowledge and define best practices to implement Tier 1 systems of support.	\$0.00	No
1.3	Circle and Advisory Curriculum	Train staff on CASEL-aligned Curriculum for delivery in Student Advisories and Community Circles. Leverage language in observations and feedback related to the execution of this curriculum. Training and centering feedback around the curriculum will help students develop core competencies connected to the CASEL framework.	\$0.00	No
1.4	Restorative Practices	Prioritize restorative practices through providing ongoing trainings and professional development.	\$0.00	No
1.5	Maintain a core SEL team	Build and train SEL team with Staff Compensation & Benefits.	\$746,640.00	Yes

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

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

We implemented each of the actions as written this school year, but have reflections on how to improve our implementation, which are discussed below.

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

Overall expenditures in support of this Goal #1 are projected to reach \$716498 in 2021-22. This is \$82584 higher than the budgeted amount of \$633914. The school was able to afford more SEL program resources as a result of federal and state stimulus programs that were

provided in response to the pandemic. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We used consultancies and protocols as a leadership team to respond to behavior data, which we were able to gather consistently via DeansList. This allowed us to keep a pulse on SEL and behavior in a centralized way.

We provided training and PD on trauma-informed practices in August PD for the upper school and used Conscious Discipline in the Lower School. This resulted in less major problem behaviors.

The SEL team held regular meetings this year, which allowed for the team to be able to collaborate and respond quickly.

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

Moving forward, we would like to involve teachers more in the behavior data analysis process so that they feel empowered to respond to SEL and behavior data. We would also like to make sure the SEL team is undergoing professional development together as a school. We removed an action of improving family participation rates because we believe this is an emergent outcome of improved family engagement, which is covered in Goal 6.

### **Goals and Actions**

### Goal

Goal #	Description
2	Pupil Achievement: Our school will deliver academic growth and achievement for all of our students.

#### An explanation of why the LEA has developed this goal.

Caliber Beta Academy aims to ensure that all students are on grade level by the time they enter high school. In the past few years, we have invested heavily in standards-based curriculum internalization, especially in ELA and Math.

Priority 2: Implementation of State Standards

Priority 4: Pupil Achievement 4.07 Actions for English Learners

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
NWEA MAP ELA Growth (Median Student Conditional Growth Percentile)	40 (3-8 Fall to Spring)	51 (K-8 Fall to Spring)			50th percentile or higher  (Metric retired due to programmatic changes)
NWEA MAP Math Growth (Median Student Conditional Growth Percentile)	29 (3-8 Fall to Spring)	56 (K-8 Fall to Spring)			50th percentile or higher  (Metric retired due to programmatic changes)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP: ELA (% Met or Exceeded)	47.74% (2018-2019)	2021-22 Not Available			51.10% or higher
CAASPP: Math (% Met or Exceeded)	32.38% (2018-2019)	2021-22 Not Available			39.73% or higher
ELPAC: English Learner Progress Indicator	45% (2018-2019)	2021-22 Not Available			45% or higher
Reclassification Rate	2.3% (2020-2021) 8.9% (2019-2020)	2021-22 Not Available			15% or higher
iReady Reading Growth (Median Percent Progress Toward Typical Growth)	Baseline data available in 2022- 2023 and will be the same as the Year 2 Outcome.	NA			Desired outcome pending baseline data
iReady Math Growth (Median Percent Progress Toward Typical Growth)	Baseline data available in 2022- 2023 and will be the same as the Year 2 Outcome.	NA			Desired outcome pending baseline data

# **Actions**

Action #	Title	Description	Total Funds	Contributing
2.1	Core teaching staff & academic leadership	Hire and retain strong school leaders, assistant principals, and core teaching staff across all grades and core content areas.	\$3,898,789.00	No
2.2	Implement Common Curriculum-Based Assessments	Norm on curriculum-based assessments, administered digitally, to capture student mastery data aligning to the curriculum.	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
2.3	Additional Instructional Staff	Additional staff members allow us to offer more interventions based on our MTSS system and allow us to more quickly fill gaps in learning in order to allow students to access grade level content.	\$1,164,472.00	Yes
2.4	Internalize Common Core Aligned Curriculum	Implement standards-based curriculum across all content areas. Support teachers to internalize the curriculum.	\$424,250.00	No
2.5	Data Cycles	Teachers will regularly participate in weekly data meetings that examine student work, identify trends and determine next steps. Data sources include: exit tickets [mastery tracked 1x week], student work samples, assessments (MAP, ELPAC, Fluency Data, Foundational Skills data,, End of Unit data, etc).	\$0.00	No
2.6	Implement iReady Assessment Platform	Implement new interim assessment system, iReady, and train teachers and interventionists to respond to assessment data.	\$42,000.00	No

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

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

We were unable to fill the math interventionist role this year, and struggled to implement regular weekly data meetings in every grade because of staffing shortages in the 2021-22 school year. Otherwise, we were able to implement the actions in this goal.

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

Overall expenditures in support of this Goal #2 are projected to reach \$4720974 in 2021-22. This is \$37908 lower than the budgeted amount of \$4758882. Staffing shortages and difficulty in filling open positions were large contributors to this decrease in expenditures relative to what was originally planned. There were many instances where additional staff members were hired, but ended up filling core instructional roles or substituting for staff who were out due to COVID. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

In grades 5-8, we hired social studies and science teachers to provide more targeted instruction in those areas. We implemented a targeted reading intervention program in K-4, and targeting students in grades 3-4 with phonics instruction. We made growth on the IPG by providing specific training for instructional leaders, publishing success, and holding content-specific training for teachers aligning to our selected curricula. We are able to retain a high percentage of teachers and leadership team members this year. By working on aligned curriculum and ensuring that intervention was available and responsive, we were able to achieve growth at or above 1 year in Math and Reading.

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

Next year, we will prioritize norming on curriculum based assessments to improve the efficacy of weekly data meetings. We will also adjust our metrics for this goal to align with iReady assessment instead of MAP, which we are phasing out at the end of the 21-22 school year. Finally, we will not have an extended school year in 2022-23 and will return to 180 days.

We have removed the reference to the TK-4 ELA curriculum because it is embedded in the standards-aligned curriculum action.

We have combined the after-school and ELO Actions to represent the ELO-P program, which will be in Goal 3.

We will phase out MAP testing at the end of the 2021-22 school year and have changed metrics to iReady. We have also added an action to implement iReady.

### Goals and Actions

### Goal

Goal #	Description
3	Critical Thinking: Our students will make connections in their school experience that make them critically conscious of their world and the world beyond.

#### An explanation of why the LEA has developed this goal.

We offer a program beyond the core academic subjects. It includes our students taking an in-depth look at their own identity and the identity of others to learn from and with their peers, as well as enrichment and non-core coursework.

Students use their knowledge and academic understanding across all content areas. Students are able to analyze and critically think about text and literature to support their understanding of their community and beyond. We plan to deliver a robust set of courses and enrichment experiences in non-Common Core areas of computer science, physical education, art, music, and field trips. The need for enrichment experiences was confirmed through student and family surveys.

Through classroom observation data, we recognized a need to improve student ownership of learning and culturally and linguistically responsive practices. Therefore, we will train, prepare, and evaluate our instructional practices with a network-aligned rubric to empower students to own their work and ensure equitable classroom practices. Our middle school will also facilitate student led conferences that will enable students to set and monitor their own learning and SEL development goals.

Priority 2: Implementation of State Standards

Priority 7: Course Access

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Access to a Broad Course of Study Local Indicator Reflection Tool	N/A	Met			All students have access to a Broad Course of Study

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Implementation of State Academic Standards Local Indicator Reflection Tool	N/A	Met			Full Implementation based or better
IPG: Core Action 3C	LS- 1.25 Math, 1.5 ELA US- 2 Math, 1 ELA	LS- 2.0 Math US- 2.3 Math			Original: 2.5 average in Math and ELA  Revised: 2.5 average in Math  * Core Action 3C of the Instructional Practice Guide emphasizes student thinking during math content instruction.
Student Led (5-8) or Restorative Practice - Aligned Conferences (TK-4)	N/A				80% of families will participate in student conferences
Original: Computer Science Culminating/Capstone Project Revised: Computer Science participation	100%				Original: 100% of students will complete a Computer Science capstone project  Revised: 100% of students participate in Computer Science instruction

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					*Revised in order to provide network alignment
Exposure: Field Lessons	N/A				80% of classes participate in at least 1 field lesson.

# **Actions**

Action #	Title	Description	Total Funds	Contributing
3.1	Student Led Conferences	Upper School students will prepare and participate in conferences encouraging data-based reflection, student-centered goals for continued academics, and social-emotional growth and development.	\$0.00	No
3.2	Field Lessons	Design engaging field lessons for students to engage in exploratory learning. These lessons will be aligned to academic standards and/or SEL competencies.	\$0.00	No
3.3	IPG Implementation	Robust implementation of IPG to increase the rigor of our instruction	\$0.00	No
3.4	Advisory and Circles	Advisory and circles will be safe spaces to talk and learn about multiple identities and celebrate and affirm students' identity. This space will also be a space to talk about current events.	\$13,600.00	No
3.5	Computer Science and non-core coursework	Maintain a broad set of elective and enrichment courses & opportunities including Art, Music, PE, and Computer Science	\$777,003.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.6	Expanded Learning and Enrichment	Provide a robust expanded learning and enrichment program in the summer, after school, and intersession.	\$939,181.00	No

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

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

Broadly, we have opportunities to utilize our tools consistently. The equity rubric, teaching for excellence rubric, IPG, and CLRP rubrics all have clear purposes but we need to ensure we are clear with teachers and coaches about which rubric to use when and why. The advisory curriculum focused on current events was implemented fully in the upper school, but unevenly in the lower school. We were unable to go on field trips in the 2021-22 school year due to COVID restrictions.

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

Overall expenditures in support of this Goal #3 are projected to reach \$1403635 in 2021-22. This is \$86874 lower than the budgeted amount of \$1490509. Staffing shortages and difficulty in filling open positions were large contributors to this decrease in expenditures relative to what was originally planned. The original ELO-G plan planned for the addition of more intervention staff than we were able to fill. As noted in Goal #2, there were many instances where additional staff members were hired, but ended up filling core instructional roles or substituting for staff who were out due to COVID. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We were able to add art as an enrichment course in addition to computer science. We fully implemented the TK - 4 ELA curriculum and student-led conferences in all grades at the end of guarter 1 and 3.

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

Next year we will ensure that we are clear on the use of each rubric with teachers and instructional coaches to ensure that they are optimized for the focus of each part of the year.

We have removed the TK-4 curriculum adoption from this goal to maintain it in Goal 2. We have also included the use of ELO-P activities and funds for the 22-23 school year.

### **Goals and Actions**

### Goal

Goal #	Description
4	Equity: Our school will promote equity and achieve equitable outcomes for our students and staff.

#### An explanation of why the LEA has developed this goal.

Professional development for all staff grounded in identity and equity: We believe the process of developing and understanding one's identity is complex, critical, and unique for each person. Our identity is connected to how we view ourselves as a whole and how we view ourselves as a part of the different communities with which we connect. To ensure that we can support our students in this value, our staff are committed to exploring our own identities and social constructs through a series of professional development training, readings, and a school equity audit performed by Overcoming Racism ("OR"), a Diversity Consulting Group. The support for this work is reflected in our Equity survey, which indicated that 96% of staff believe DEI work will improve academic achievement, retention of educators, and sense of community with staff.

We noticed there was disproportionality in the areas specific to Special Education Students and our English Language Learners. In comparison to our general education population these subgroups are under performing and therefore it is important to ensure we are monitoring and analysing data to improve student outcomes.

We noticed that our instructional staff demographics were not representative of our student community. While 71% of our students identify as Hispanic/Latinx, only 14% of our instructional staff identify as Hispanic/Latinx. As a result, we are making a goal to increase the percentage of Hispanic/Latinx in order to be more representative of our student community.

Priority 8: Other Pupil Outcomes

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Community Composition: Staff Increase representation of Latinx instructional staff	14% of instructional staff identify as Hispanic/Latinx	21%			The % of instructional staff identifying as Hispanic/Latinx will increase until it hits 25%

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Staff Development: Insight Survey Diversity, Equity, and Inclusion	5.4	4.9			6.5 or higher (5 is national average)
SPED Goal: MAP Growth (Median Conditional Growth Percentile)	ELA: 37th (Fall to Spring) Math: 17th (Fall to Spring)	ELA: 48th (Fall to Spring) Math: 49th (Fall to Spring)			ELA: 50th or higher Math: 32nd or higher (Metric retired at end of 21-22 due to programmatic changes)
ELL Goal: MAP Growth (Median Conditional Growth Percentile)	ELA: 24th (Fall to Spring) Math: 25th (Fall to Spring)	ELA: 51st (Fall to Spring) Math: 55th (Fall to Spring)			50th or higher  (Metric retired at end of 21-22 due to programmatic changes)

# **Actions**

Action #	Title	Description	Total Funds	Contributing
4.1	Inclusive Hiring Practices	CBA will continue to monitor our hiring practices and include best practices in Diversity, Equity, Inclusion, & Belonging (DEIB) including family and student panels, alternative pipelines and credentialing support.	\$33,000.00	No
4.2	Special Education Team	Maintain a special education department to provide push in and pull out services	\$1,505,647.00	No

Action #	Title	Description	Total Funds	Contributing
4.3	Anti-racist and DEIB Professional Development	CBA will continue to include anti-racist and identity development for all staff as an embedded part of staff professional development and coaching and feedback.	\$40,000.00	Yes
4.4	ELD Staffing and Curriculum	Train and coach staff on best practices for Designated and Integrated ELD Instruction and equip teachers teaching ELD with curriculum	\$101,260.00	Yes

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

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

The ELD Coordinator position, responsible for the ELD professional development, did not gain much momentum until January. We did not make progress with training staff on Tier 3 intervention curricula and the development of IEP goals.

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

Overall expenditures in support of this Goal #4 are projected to reach \$1657053 in 2021-22. This is \$198836 higher than the budgeted amount of \$1458217. We were able to increase our investment across most of the actions in this goal as a result of increases in federal and state funding. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We expanded our work with Overcoming Racism in 2021-22 to include all staff and not just instructional staff, which we believe contributes to the sense of importance across our school community with DEI work.

The ELD curriculum implementation picked up momentum in the second half of the year, which we believe led to improved ELD performance.

Our investment in inclusive hiring practices led to an increase in Latinx representation among instructional staff.

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

We have removed Targeted Family Partnership and moved it to Goal 6 (as it was duplicative)

We have changed the Train staff on Tier 3 interventions to maintaining our special education program, which is responsible for this and will work collaboratively in an inclusion model. We have removed the Equity Rubric from this goal because it is represented in other goals.

# **Goals and Actions**

### Goal

Goal #	Description
5	Sustainability & Growth: Our school will be financially and operationally sound.

An explanation of why the LEA has developed this goal.

Caliber's schools have invested in the systems and financial and people models that support our long-term sustainability, success, and growth.

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance (Average Daily Attendance)	95.7% (2019-20 through 3/13/20) 96.36% (2020-21)	89% (2021-22)			95% or higher
Chronic Absenteeism	9.2% (2019-20 through 3/13/20) 11.05% (2020-21)	42% (2021-22)			10% or less
Full Enrollment	925	887 (2021-22)			915
Staff Retention	69%	78% (2021-22)			70% or higher
Student Retention	92%	88% (2021-22)			85% or higher
Teacher credentials (% Credentialed & Appropriately Assigned)	Original: 100% Corrected: 89%	79% (2021-22)			100%
FIT Tool	Facilities in good repair.	Met. Facilities in good repair.			Good or better
Operations Scorecard	N/A	2.85, no 1's			3.7 of better, no 1's

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Access to standards- aligned instructional materials	100% of students have access to Chromebook and instructional materials	100%			100%

# **Actions**

Action #	Title	Description	Total Funds	Contributing
5.1	Attendance and Engagement Systems	Maintain systems for gathering, tracking, and analyzing attendance data. Continue providing targeted proactive and reactive systems of support including: positive attendance incentives and celebrations, targeted communication after absences and a restorative SART process that partners with families.	\$0.00	No
5.2	Maintain a healthy meals program	Support a healthy and appealing meal program for students during the regular school day and after school program	\$566,341.00	No
5.3	Maintain a strong operations team	Hire, retain, and develop a strong school operations team and provide operational support services that support our school's instructional goals.	\$2,180,645.00	No
5.4	Safe and welcoming facilities	Maintain safe, clean, and welcoming school facilities, including the continued development of the North Campus facility that we hope to move into during the 2022-23 school year.	\$967,550.00	No
5.5	Technology infrastructure	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals.	\$344,550.00	No No

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

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

We struggled this year to respond to attendance data and being proactive earlier in the year to dropping ADA.

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

Overall expenditures in support of this Goal #5 are projected to reach \$3568284 in 2021-22. This is \$611063 higher than the budgeted amount of \$2957221. We were able to increase our investment across most of the actions in this goal and to provide many layers of pandemic response as a result of increases in federal and state funding. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

Staffing technology infrastructure supported the outcome of all students having access to appropriate instructional materials. The attendance tracking systems we put in place this year were not sufficient to address the volume of absences due to illness, and we did not have sufficient staffing due to illness to be able to implement a different system.

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

We have removed building relationships from this goal because it is covered in Goal 6.

We have combined the staffing and development actions because they were redundant.

### **Goals and Actions**

### Goal

Goal #	Description
6	Our school will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and empathy and kindness.

#### An explanation of why the LEA has developed this goal.

The Caliber Public Schools Core Values are:

Feedback: Everyone is committed to a culture of feedback, development, and continuous improvement.

Affirmation: We validate and affirm the identities, strengths, and passions of each person.

Collective Responsibility: It is everyone's collective responsibility to work in service of and alongside our school communities.

Empathy: Situations and people are approached with empathy and kindness.

This goal encompasses our values, along with our commitment to ensuring we are responsive to and inclusive of our families.

Priority 3: Parent Involvement

# **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent Engagement: Self Reflection Tool Rating	3.42	3.8			Average score of 3.5+
Staff Insight Survey: Observation & Feedback	5.8	5.0			Results will increase until they reach 6.5 (or will remain at or above the national average of 5.0)
Student Climate Survey: Cultural Awareness & Action	3.7	Fall: 3.7 Spring: 3.7			At or above cohort average (3.5)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Family Survey: School Climate (% Favorable)		Fall: 77% Spring: 83%			85%
Family Survey: School Fit (% Favorable)	67%	Fall: 73% Spring: 77%			Result will increase until it reaches 85%
Family Survey: Participation (# Responses)	141	Fall: 480 Spring: 391			300

# **Actions**

Action #	Title	Description	Total Funds	Contributing
6.1	Coaching and Feedback	All staff will receive coaching support on a regular basis (weekly or biweekly). Coaching will include spaces to review and analyze data, identify best practices and resources, and plan for effective execution of next steps.	\$565,510.00	Yes
6.2	Cultural Celebrations	Community will come together to celebrate and affirm our rich identities through assemblies, community events, evening classes and performances.	\$0.00	No
6.3	Feedback Cycles	Caliber stakeholders will have the opportunity to give and receive feedback throughout the year.	\$0.00	No
6.4	Targeted family partnership	Create opportunities to build relationships and develop student/family supports. We will specifically focus on engaging our subpopulations of African American and English Language Learner families.	\$17,254.00	Yes

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

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

We were unable to hold as many in-person parent events as we would have liked to this year. Toward the end of the year and in the Spring, we were able to host a family carnival, however. Staffing shortages due to COVID-19 also had our leaders and instructional coaches covering a lot of classes in the Fall.

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

Overall expenditures in support of this Goal #6 are projected to reach \$858018 in 2021-22. This is \$265878 higher than the budgeted amount of \$592140. We were able to increase our investment in coaching and professional development as a result of increases in federal and state funding. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We believe the dip in observation and feedback is due to the stretched capacity of school leadership and instructional coaches. Maintenance of regular family communication (like the weekly Dragon Digest and DeansList) is also helpful in ensuring that families hear from school regularly. This improves participation in surveys.

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

We have removed the Advisory and Circles goal because it is already covered in Goal 1. Additionally, use of the Equity rubric and other observation and feedback tools has been rolled into the coaching and observation action.

We have adjusted some metrics to reflect growth until we reach a target because we believe that the road to recovery from the year of distance learning will improve over time.

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
1984045	164872

#### Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year			Total Percentage to Increase or Improve Services for the Coming School Year
24.75%	0.00%	\$0.00	24.75%

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

# **Required Descriptions**

For each action 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 goals for these students.

#### Goal 1 - SEL and Student Climate

Needs, Conditions, and Circumstances

Social-Emotional learning supports resilience and academic habits to be able to achieve our ambitious goals in student achievement, especially for traditionally underserved students. Our SEL Team will be able to implement the MTSS process more consistently for our students who need SEL support the most, including foster youth, ELs, and low-income students.

The specific actions identified in Goal #1 contributing to increased or improved services are:

Maintain a SEL Team

#### **Expected Outcomes**

By implementing strategic actions in support of SEL and climate, we hope to achieve our goals in academic growth and achievement, described below, and to maintain positive indicators that students feel safe and connected to the Beta community. We will also measure progress toward, high attendance, and low chronic absenteeism, and low suspensions.

#### Goal 2 - Academic Achievement

#### Needs, Conditions, and Circumstances

Math and ELA achievement for our socioeconomically disadvantaged and EL students represent an area of growth for us. For this reason, we invest in resources to ensure they have access to grade-level content.

The specific actions identified in Goal #2 contributing to increased or improved services are:

Additional teachers, Instructional aides, & interventionists to support learning

#### **Expected Outcomes**

By implementing the identified actions we will ensure steady growth in our academic outcomes (NWEA MAP in 2021-22 and iReady in 2022-23, CAASPP) and English Learner Progress Indicators.

#### Goal 3 - Critical Thinking

Needs, Conditions, and Circumstances

Supporting students to think critically, offering students the opportunities to learn outside the classroom, and providing opportunity to reflect on learning all support our school's mission to ensure that traditionally underserved students like socioeconomically disadvantaged, foster students, and English Learners.

The specific actions identified in Goal #3 contributing to increased or improved services are:

Maintain a broad set of elective and enrichment courses & opportunities

#### **Expected Outcomes**

We will measure our success in this Goal through course offerings and participation, access to a broad course of study, and participation in student-led conferences.

#### Goal 4 - Equity

Needs, Conditions, and Circumstances

We aim to ensure no discrepancies in performance among our subgroups. English Learners needed support across their classes and through Designated ELD, and all teachers are supported with ELD professional development. We can also improve classroom instruction for

The specific actions identified in Goal #4 contributing to increased or improved services are:

- · ELD Staffing and Curriculum
- · Anti-Racist and DEIB Professional Development

#### **Expected Outcomes**

Improved instruction of ELs resulting in increased reclassification rates and increased % of students making one level of progress on ELPI.

#### Goal 5 - Operations

#### Needs, Conditions, and Circumstances

Maintaining a healthy and sustainable operation supports us in maintaining a healthy and safe space for our students to learn. Our student recruiting and enrollment efforts support us to have a school composition that is reflective of the broader community.

There are no specific actions in Goal 5 contributing to increased or improved services.

#### Goal 6 - Values and Feedback

Needs, Conditions, and Circumstances

In order to achieve our ambitious academic growth goals, we know parents are our partners. Ensuring that we target families of low socioeconomic status and families of English Learners is a priority, as these groups tend to be underrepresented in family events, SSC participation and survey completion. Ensuring that our teachers receive professional development on how to teach English Learners will support these students in all of their classes.

The specific actions identified in Goal #6 contributing to increased or improved services are:

- Coaching and Professional Development
- Targeted Partnership

#### **Expected Outcomes**

We will measure our efforts in family survey participation, perception of school fit by families, and perception of school climate by families. Improved instruction of ELs resulting in increased reclassification rates and increased % of students making one level of progress on ELPI.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Beta Academy has historically had a high unduplicated pupil percentage (in 2021-22 it was roughly 80%). Because of this high unduplicated pupil percentage, the school spends most of its Federal Title funding and its LCFF supplemental and concentration grant funding on a school-wide basis. Specific spending categories are identified throughout the goals in this LCAP and are summarized in the spending tables at the end of the document.

Spending is principally directed to the LCAP goals that each item supports and is focused at an overall level on increasing student achievement as measured by the NWEA Map and state assessments, a safe and healthy school climate and culture, and offering a range of student and family supports. We believe that the actions described above are the most effective way to meet the goals outlined in this LCAP for all our students including our unduplicated pupils.

The calculated minimum proportionality percentage (MPP) for Caliber Beta Academy in the 2021-22 school year was 25.00% and the projected MPP for 2022-23 will be 24.75%. We believe that the services provided to unduplicated students have been and will be increased by at least these amounts relative to what they would have been without the LCFF supplemental and concentration grant funding. Our methodology for calculating this increase is based on measuring the actual expenditure amounts related to each of the actions that were paid for with LCFF supplemental and concentration grant funding. In the absence of such funding, those expenditures would not have been possible. Therefore, the funding led to a direct increase in services that were provided.

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

Caliber Beta has an unduplicated pupil percentage in excess of 55% and therefore it did receive a concentration grant as part of its 2021-22 LCFF funding. The school anticipates continuing to receive concentration grant funding in 2022-23. The school has estimated the size of its concentration grant add on at \$150333 in 2021-22 and \$164872 in 2022-23. The school used this add on funding in 2021-22 to fund the cost of instructional staff who will provide direct services to students, and anticipates using the 2022-23 funding in the same manner.

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

# 2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non- personnel
Totals	\$10,003,720.00	\$2,090,460.00	\$254,063.00	\$1,979,449.00	\$14,327,692.00	\$9,178,955.00	\$5,148,737.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Student Behavior Data	All					\$0.00
1	1.2	Trauma- Informed Practices	All					\$0.00
1	1.3	Circle and Advisory Curriculum	All					\$0.00
1	1.4	Restorative Practices	All					\$0.00
1	1.5	Maintain a core SEL team	English Learners Foster Youth Low Income	\$337,940.00			\$408,700.00	\$746,640.00
2	2.1	Core teaching staff & academic leadership	All	\$3,898,789.00				\$3,898,789.00
2	2.2	Implement Common Curriculum-Based Assessments	All					\$0.00
2	2.3	Additional Instructional Staff	English Learners Foster Youth Low Income	\$696,460.00	\$118,646.00	\$96,380.00	\$252,986.00	\$1,164,472.00
2	2.4	Internalize Common Core Aligned Curriculum	All	\$64,027.00	\$198,223.00		\$162,000.00	\$424,250.00
2	2.5	Data Cycles	All					\$0.00
2	2.6	Implement iReady Assessment Platform	All	\$42,000.00				\$42,000.00
3	3.1	Student Led Conferences	All					\$0.00
3	3.2	Field Lessons	All					\$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.3	IPG Implementation	All					\$0.00
3	3.4	Advisory and Circles	All	\$13,600.00				\$13,600.00
3	3.5	Computer Science and non-core coursework	English Learners Foster Youth Low Income	\$619,320.00		\$157,683.00		\$777,003.00
3	3.6	Expanded Learning and Enrichment	All		\$939,181.00			\$939,181.00
4	4.1	Inclusive Hiring Practices	All	\$33,000.00				\$33,000.00
4	4.2	Special Education Team	Students with Disabilities	\$536,363.00	\$808,895.00		\$160,389.00	\$1,505,647.00
4	4.3	Anti-racist and DEIB Professional Development	English Learners Foster Youth Low Income	\$40,000.00				\$40,000.00
4	4.4	ELD Staffing and Curriculum	English Learners	\$64,288.00			\$36,972.00	\$101,260.00
5	5.1	Attendance and Engagement Systems	All					\$0.00
5	5.2	Maintain a healthy meals program	All	\$107,071.00	\$25,515.00		\$433,755.00	\$566,341.00
5	5.3	Maintain a strong operations team	All	\$2,075,725.00			\$104,920.00	\$2,180,645.00
5	5.4	Safe and welcoming facilities	All	\$967,550.00				\$967,550.00
5	5.5	Technology infrastructure	All	\$281,550.00			\$63,000.00	\$344,550.00
6	6.1	Coaching and Feedback	English Learners Foster Youth Low Income	\$208,783.00			\$356,727.00	\$565,510.00
6	6.2	Cultural Celebrations	All					\$0.00
6	6.3	Feedback Cycles	All					\$0.00
6	6.4	Targeted family partnership	English Learners Foster Youth Low Income	\$17,254.00				\$17,254.00

# 2022-23 Contributing Actions Tables

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds	
8016611	1984045	24.75%	0.00%	24.75%	\$1,984,045.00	0.00%	24.75 %	Total:	\$1,984,045.00	
								LEA-wide Total:	\$1,984,045.00	
								Limited Total:	\$0.00	
								Schoolwide	\$0.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.5	Maintain a core SEL team	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$337,940.00	0
2	2.3	Additional Instructional Staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$696,460.00	0
3	3.5	Computer Science and non- core coursework	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$619,320.00	0
4	4.3	Anti-racist and DEIB Professional Development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	0
4	4.4	ELD Staffing and Curriculum	Yes	LEA-wide	English Learners	All Schools	\$64,288.00	0
6	6.1	Coaching and Feedback	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$208,783.00	0

Total:

Go	al Action :	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
6	6.4	Targeted family partnership	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$17,254.00	0

# 2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$11,890,883.00	\$12,600,248.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Student Behavior Data	Yes		
1	1.2	Health Informed Practices	Yes		
1	1.3	Circle and Advisory Curriculum	Yes		
1	1.4	Restorative Practices	Yes		
1	1.5	Core SEL Team and additional short-term support.	Yes	\$633,914.00	716498
1	1.6	Participation rates on family & student surveys	Yes		
2	2.1	Core teaching staff & academic leadership	Yes	\$3,344,266.00	3267199
2	2.2	Additional teaching staff with lower student/teacher ratio in upper grades (3-8th) and extended school year	Yes	\$764,986.00	548384
2	2.3	Instructional Aides, Interventionists, & Residents	Yes	\$276,982.00	included in 2.3

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.4	Common Core Aligned Curriculum	Yes	\$372,648.00	639536
2	2.5	Data Cycles	Yes		
2	2.6	Academic After School Program	Yes	\$147,170.00	Included in 2.8
2	2.7	Lower school ELA curriculum	Yes		
2	2.8	ELO Grant Plan	Yes	\$573,287.00	547198
3	3.1	Student Led Conferences	Yes		
3	3.2	New ELA Curriculum (TK-4)	Yes		
3	3.3	Equity Rubric	Yes		
3	3.4	Teaching for Excellence Rubric	Yes		
3	3.5	Field Lessons	Yes		
3	3.6	Advisory and Circles	Yes		16937
3	3.7	Computer Science Projects	Yes	\$252,200.00	included in 3.8
3	3.8	Broad Course of Study	Yes	\$517,852.00	781141

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.1	Inclusive Hiring Practices	Yes	\$25,000.00	13447
4	4.2	Equity Rubric	Yes		
4	4.3	Targeted family partnership	Yes	\$15,000.00	
4	4.4	Integrated and Designated ELD professional development and coaching	Yes		
4	4.5	Designated ELD Curriculum	Yes		66711
4	4.6	Anti-racist and DEIB Professional Development	Yes		40000
4	4.7	Special Education Programming	Yes	\$1,433,217.00	1536894
5	5.1	Attendance and Engagement Systems	Yes		
5	5.2	Targeted family partnership	Yes		
5	5.3	Professional Development	Yes	\$577,140.00	807530
5	5.4	Safe and welcoming facilities	Yes	\$599,000.00	803966
5	5.5	Technology infrastructure	Yes	\$174,757.00	259841
5	5.6	Meal program	Yes	\$627,675.00	564480

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	5.7	Other school operations	Yes	\$1,555,789.00	1939998
6	6.1	Coaching	Yes		
6	6.2	Advisory and Circles	Yes		
6	6.3	Cultural Celebrations	Yes		
6	6.4	Feedback Cycles	Yes		
6	6.5	Equity Rubric	Yes		
6	6.6	CLRP Rubric	Yes		
6	6.7	Targeted family partnership	Yes		50488

# 2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
1815753	\$1,672,139.00	\$1,815,753.00	(\$143,614.00)	0.00%	0.00%	0.00%

Last Year's Goal#	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Student Behavior Data	Yes				
1	1.2	Health Informed Practices	Yes				
1	1.3	Circle and Advisory Curriculum	Yes				
1	1.4	Restorative Practices	Yes				
1		Core SEL Team and additional short-term support.	Yes	\$183,181.00	324478	0	0
1		Participation rates on family & student surveys	Yes				
2		Core teaching staff & academic leadership	Yes				
2		Additional teaching staff with lower student/teacher ratio in upper grades (3-8th) and extended school year	Yes	\$408,866.00	519623	0	0
2		Instructional Aides, Interventionists, & Residents	Yes	\$36,840.00	Included in 2.2	0	0
2		Common Core Aligned Curriculum	Yes				
2	2.5	Data Cycles	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.6	Academic After School Program	Yes	\$14,000.00	0	0	0
2	2.7	Lower school ELA curriculum	Yes				
2	2.8	ELO Grant Plan	Yes				
3	3.1	Student Led Conferences	Yes				
3	3.2	New ELA Curriculum (TK-4)	Yes				
3	3.3	Equity Rubric	Yes				
3	3.4	Teaching for Excellence Rubric	Yes				
3	3.5	Field Lessons	Yes				
3	3.6	Advisory and Circles	Yes				
3	3.7	Computer Science Projects	Yes	\$6,600.00	Included in 3.8	0	0
3	3.8	Broad Course of Study	Yes	\$517,852.00	542939	0	0
4	4.1	Inclusive Hiring Practices	Yes				
4	4.2	Equity Rubric	Yes				
4	4.3	Targeted family partnership	Yes	\$15,000.00	50488	0	0
4	4.4	Integrated and Designated ELD professional development and coaching	Yes				
4	4.5	Designated ELD Curriculum	Yes		21504	0	0
4	4.6	Anti-racist and DEIB Professional Development	Yes		40000	0	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
4	4.7	Special Education Programming	Yes				
5	5.1	Attendance and Engagement Systems	Yes				
5	5.2	Targeted family partnership	Yes				
5	5.3	Professional Development	Yes	\$402,140.00	316721	0	0
5	5.4	Safe and welcoming facilities	Yes				
5	5.5	Technology infrastructure	Yes	\$87,660.00	0	0	0
5	5.6	Meal program	Yes				
5	5.7	Other school operations	Yes				
6	6.1	Coaching	Yes				
6	6.2	Advisory and Circles	Yes				
6	6.3	Cultural Celebrations	Yes				
6	6.4	Feedback Cycles	Yes				
6	6.5	Equity Rubric	Yes				
6	6.6	CLRP Rubric	Yes				
6	6.7	Targeted family partnership	Yes				

## 2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
7262431	1815753	0	25.00%	\$1,815,753.00	0.00%	25.00%	\$0.00	0.00%

### Instructions

**Plan Summary** 

**Engaging Educational Partners** 

**Goals and Actions** 

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

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

### Introduction and Instructions

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

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

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

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

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

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

## **Plan Summary** Purpose

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

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections:** Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any 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 specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) 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 areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**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 has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- Monitoring and Evaluating Effectiveness: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <a href="https://www.cde.ca.gov/re/lc/">https://www.cde.ca.gov/re/lc/</a>.

## **Requirements and Instructions**

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1**: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## **Goals and Actions**

## **Purpose**

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

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

## Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus
  Goal statement will be time bound and make clear how the goal is to be measured.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

#### Focus Goal(s)

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

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

#### **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

#### **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

#### **Required Goals**

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

• Consistently low-performing student group(s) goal requirement: An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

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Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- Goal Description: Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- Low-performing school(s) goal requirement: A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- Goal Description: Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

#### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

#### Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- Baseline: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 1 Outcome: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 2 Outcome: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023-24 LCAP year.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for 2022–23. Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions**: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in California Code of Regulations, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in EC Section 306, provided to students and professional development activities specific to English learners.

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

#### **Goal Analysis:**

Enter the LCAP Year.

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

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned
  Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in
  expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

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

### **Purpose**

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

## **Requirements and Instructions**

**Projected LCFF Supplemental and/or Concentration Grants**: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

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

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

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

#### Required Descriptions:

For each action being provided to an entire school, or across the entire school district or 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 goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

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

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our lowincome students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools**: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

#### For School Districts Only:

#### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55 percent:** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55 percent:** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions 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.

#### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions 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 percent or more enrollment of unduplicated pupils: Describe how these actions 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 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

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 the 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. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

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

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

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

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

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

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

#### Complete the table as follows:

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

### **Action Tables**

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

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

• Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

## **Data Entry Table**

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

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

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

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

- LCFF Funds: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement it must include some
    measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action
    contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement
    the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.
- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
    - For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

## **Contributing Actions Table**

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

## **Annual Update Table**

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

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

## **Contributing Actions Annual Update Table**

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

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

## **LCFF Carryover Table**

9. Estimated Actual LCFF Base Grant: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

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

#### Calculations in the Action Tables

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

#### **Contributing Actions Table**

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

#### **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - o This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

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

#### **LCFF Carryover Table**

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

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

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

California Department of Education January 2022

## **Local Performance Indicator Quick Guide**

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the Local Control and Accountability Plan (LCAP).
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

#### **Performance Standards**

The performance standards for the local performance indicators are:

# Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the *Williams* settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to educational partners and the public through the Dashboard.

## Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

## Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

## School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to educational partners and the public through the Dashboard.

### Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California *Education Code* (*EC*) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

## Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California *EC* Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

## Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

#### **Self-Reflection Tools**

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

# Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
  - Missasignments of teachers of ELs: 6
  - Total Teacher misassignments: 9
  - Vacant Teacher Positions: 1
    - \*Awaiting verification from the CTC
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
  - 0/0%
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)
  - 3

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

### Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

## **OPTION 1: Narrative Summary (Limited to 3,000 characters)** [see option 2]

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

#### **OPTION 2: Reflection Tool**

#### Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State				Х	
Standards for ELA				^	
ELD (Aligned to ELA			X		
Standards)			^		
Mathematics – Common					
Core State Standards for				Х	
Mathematics					
Next Generation Science				x	
Standards					
History-Social Science				х	

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State				V	
Standards for ELA				Х	
ELD (Aligned to ELA			V		
Standards)			Х		
Mathematics – Common					
Core State Standards for				X	
Mathematics					
Next Generation Science			X		
Standards			^		
History-Social Science				x	

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified

## below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				Х	
ELD (Aligned to ELA Standards)				Х	
Mathematics – Common Core State Standards for Mathematics					x
Next Generation Science Standards				х	
History-Social Science				х	

#### **Other Adopted Academic Standards**

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education	х				
Health Education Content Standards			Х		
Physical Education Model Content Standards			х		
Visual and Performing Arts		х			
World Language	х				

#### **Support for Teachers and Administrators**

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full

#### Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional					
learning needs of groups of				X	
teachers or staff as a whole					
Identifying the professional					
learning needs of individual				X	
teachers					
Providing support for					
teachers on the standards				x	
they have not yet mastered					

#### **Optional Narrative (Limited to 1,500 characters)**

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

All core curriculum is aligned to the Common Core State Standards and California State Standards. Wit and Wizdom and Fisktank ELA are used for ELA curriculum. Eureka Math and EngageNY are used for Math. We have adopted the EL Achieve curriculum for English Learners and have integrated and designated ELD. EL Achieve curriculum supported teachers in understanding of the ELD standards. ELD Coordinator was a new psition this year - so we've made a lot of progress there.

Ongoing work with Instruction Partners has supported teacher observations, classroom walk throughs, which support the leadership team to be able to identify professional development needs across the school.1:1 coaching is used to assess individual teacher needs, and support structures like Professional Learning Communities support teachers in curriculum internalization. We implement feedback on lesson plans and internalization and have routines for checking lesson plans and providing feedback. (checking LPs / feedback). Coaches coming together to norm provide uniform experience. Every Spring, we assess teacher performance across the school and use this information to plan professional development for the following year.

## Parental Involvement and Family Engagement (LCFF Priority 3)

#### Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit:<sup>1</sup>

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

#### Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to

family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

- Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- 3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
  - 1 Exploration and Research
  - 2 Beginning Development
  - 3 Initial Implementation
  - 4 Full Implementation
  - 5 Full Implementation and Sustainability
- 4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
- Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

#### Sections of the Self-Reflection Tool

#### Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation
- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
Rate the LEA's progress in creating welcoming environments for all families in the community.	4
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

## **Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)**

 Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Our school invests in parent communication and proactive parent relationship-building. We hosted two in-person family events this year (a barbecue in the Fall and a Carnival in the Spring) to host family events. All family communication from the school is sent home in English and Spanish.

Next year we will provide more parent voter education.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

It was difficult for us to be able to plan proactive activities around family engagement due to social distancing. This was especially difficult to communicate with families of students who were chronically absent this year.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

This year we will monitor attendance at family engagement events and reach out to families who have not yet attended an event to boost participation.

#### **Section 2: Building Partnerships for Student Outcomes**

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation
- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
Rate the LEA's progress in providing families with	4

information and resources to support student learning and development in the home.	
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

#### **Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)**

 Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

We hold family conferences twice per year. We utilize DeansList and ClassDojo to be able to communicate with families with school updates and learner progress in English and Spanish. We have also hosted after school events, like Blackademics, to be able to support Black and African American students and families.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

When we return to in-person next year, we would like to make sure we have all parent conferences in person and on campus to enhance our ability to communicate with parents about student growth.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

For families who are unable to attend parent conferences, we will be more proactive in communication and direct outreach.

#### **Section 3: Seeking Input for Decision-Making**

Based on the analysis of educational partner input and local data, identify the number

which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation
- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	4
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

## Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

 Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making. The School Site Council has meaningful input into school budgeting and long-term planning.

We offer a parent survey twice per year to learn about family experiences. When there is a large decision to be made at the school, we will ask for family input, often in the form of a Google survey and a live town hall. While we were planning for our move to our new campus for next year, we asked parents for input on transportation options. As a result, we are offering a bus next year for families needing transportation to the new campus.

 Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

We would like to offer parents more opportunities for feedback on our school operations next year as we transition to the new campus. We can do this through Google form surveys and town hall events.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

We will monitor attendance at engagement events and survey participation and ensure more, different families are participating in feedback opportunities.

## School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

- 1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
  - We administer the Kelvin survey to assess climate. Students responded positively to questions about school safety and diversity and inclusion, with 91% of students responding that students of different backgrounds and ethnicities get along well with each other. Students responded positively to questions about teacher-student relationships.
  - Students responded less favorably to items about engagement and sense of belonging, along with curiosity.
- 2. MEANING: What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
  - Strengths are in our SEL curriculum implementation, as the highest ranking topics are around social awareness, self-management, and growth mindset.
  - We must take measures to increase curiosity, relevance, and engagement in our classrooms, as these topics had the lowest responses.
- 3. **USE**: What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?
  - Leadership team reviews student survey responses and develops action plans in line with areas of growth. For next year, we will be working on making our curriculum more relevant with real-world examples.

## Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

 Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

All students are on the same course completion pathway, regardless of their special education or EL status.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Every student is on the same core course completion pathway, thanks to adjustments in the schedule which ensured that students enrolled in ELD and intervention would not conflict with Art, Computer Science, or PE. In 2022-23, students will have an Art course in addition to PE and Computer Science.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

There are currently no barriers to being able to provide access to all students.

In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

We are planning to implement Art in the 2022-23 school year. With the addition of Expanded Learning funding, we also hope to be able to offer more non-core coursework, including music and dance.

# Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

[Not applicable]

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					

Coo	ordinating Instruction	1	2	3	4	5
2.	Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3.	Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4.	Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

# Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

[not applicable]

## Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					

Coordinating Services	1	2	3	4	5
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
4. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



#### **SECTION 2: ADVANCE DISCUSSION MATERIALS**

C2.2 CMA Local Control Accountability Plan (LCAP) and CDE Dashboard Local Indicators



## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Caliber: ChangeMakers Academy

CDS Code: 48-70581-0134262

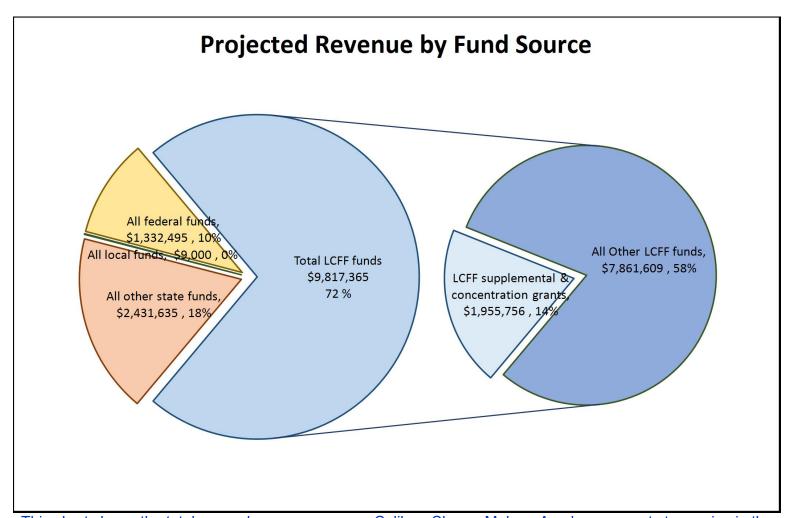
School Year: 2022-23 LEA contact information: Aisha Ford & Alesha Williams

School Leaders

707-563-9827

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 2022-23 School Year** 

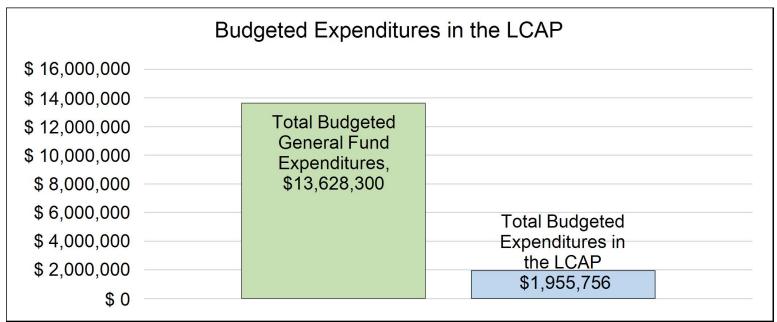


This chart shows the total general purpose revenue Caliber: ChangeMakers Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Caliber: ChangeMakers Academy is \$13590495, of which \$9817365 is Local Control Funding Formula (LCFF), \$2431635 is other state funds, \$9000 is local funds, and \$1332495 is federal funds. Of the \$9817365 in LCFF Funds, \$1955756 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 Caliber: ChangeMakers Academy plans to spend for 2022-23.

It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Caliber: ChangeMakers Academy plans to spend \$13628300 for the 2022-23 school year. Of that amount, \$1955756 is tied to actions/services in the LCAP and \$0 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

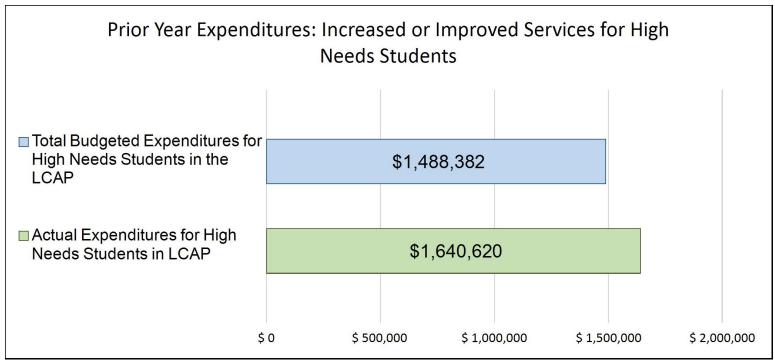
There are no budgeted expenditures that are not included in the LCAP.

# Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Caliber: ChangeMakers Academy is projecting it will receive \$1955756 based on the enrollment of foster youth, English learner, and low-income students. Caliber: ChangeMakers Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Caliber: ChangeMakers Academy plans to spend \$1955756 towards meeting this requirement, as described in the LCAP.

## **LCFF Budget Overview for Parents**

# Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Caliber: ChangeMakers Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Caliber: ChangeMakers Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Caliber: ChangeMakers Academy's LCAP budgeted \$1488382 for planned actions to increase or improve services for high needs students. Caliber: ChangeMakers Academy actually spent \$1640620 for actions to increase or improve services for high needs students in 2021-22.



# Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Caliber: ChangeMakers Academy	Aisha Ford & Alesha Williams School Leaders	info@calibercma.org

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

All funds provided in the Budget Act of 2021 were included in the 2021-22 Local Control and Accountability Plan (LCAP). As such, no additional engagement was conducted specifically related to the use fo funds that were not included in the 2021-22 LCAP.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

ChangeMakers Academy has an unduplicated pupil percentage in excess of 55% and therefore it does anticipate receiving a concentration grant as part of its 2021-22 LCFF funding. The school has estimated the size of its concentration grant add-on at \$138,245 in the 2nd interim budget update approved by the Board in December 2021 (based on an estimated concentration grant of \$599,061, which would only have been \$460,816. without the add-on). The school plans to use this add-on funding to hire additional instructional staff who will provide direct services to students.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

All use of one-time federal funds that are intended to support recovery from the COVID-19 pandemic were planned in conjunction with the development of school's 2021-22 LCAP. As such, the description of the engagement of educational partners that was included in that LCAP also applies to the use of these funds. Specifically, the engagement with (i) Caliber Students and Families, (ii) Caliber School Leaders, (iii) Caliber Teachers and Staff, and (iv) Caliber advisory committees (ELAC, SST), all of which are detailed on page 5 in the school's LCAP (the "Stakeholder Engagement" section).

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

ChangeMakers Academy is receiving ESSER III funding, the expenditure plan for which was formally approved by the Board in October 2021

after having previously been included in the budget approved by the Board in June 2021. The school did not intended to spend ESSER III funding in the 2021-22 fiscal year, but rather to spend it in 2022-23 and 2023-24. That remains the plan at this time.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

As noted above, planning for the use of all the school's fiscal resources is conducted in an integrated and comprehensive manner so that all funding is consistent with the goals in the school's LCAP. While the specific focal points of different sources of funding may vary (e.g., meal funding will support the meal program, and special education funding will support the special education program), the overall strategy, priorities, and goals of the organization are considered holistically when considering how individual programs and funding sources fit together to support the organization's goals.

# Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="Licff@cde.ca.gov">Lcff@cde.ca.gov</a>.

## Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022-23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

## Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

**Prompt 1:** "A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP)."

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

**Prompt 2:** "A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent."

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code*2022-23 Local Control Accountability Plan for Caliber: ChangeMakers Academy

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Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

**Prompt 3:** "A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils."

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<a href="https://www.cde.ca.gov/fg/cr/relieffunds.asp">https://www.cde.ca.gov/fg/cr/relieffunds.asp</a>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<a href="https://www.cde.ca.gov/fg/cr/">https://www.cde.ca.gov/fg/cr/</a>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

**Prompt 4:** "A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation."

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

**Prompt 5:** "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education November 2021



## **Local Control Accountability Plan**

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Caliber: ChangeMakers Academy	Aisha Ford & Alesha Williams School Leaders	info@calibercma.org 707-563-9827

## **Plan Summary [2022-23]**

### **General Information**

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

Caliber: ChangeMakers Academy currently serves over 800 students in TK through 8th grade. 67.2% of students qualify for free or reduced lunch and 20% of our students are identified as English Learners. 50.3% of our students identify as Hispanic and 28.1% identify as Black/African American. Enrollment also includes 13% of students designated as students with special needs holding an Individual Education Plan.

Caliber achieves our mission by dedicating ourselves to our four pillars of heart, smart, think and act. At Caliber Public Schools, we will establish a safe and supportive environment (HEART) so that students can engage in rigorous learning (SMART) and develop the skill set to be critical thinkers (THINK) who then become agents of change in their communities and world (ACT).

The mission of Caliber Public Schools is to shift the experiences, expectations, and outcomes for students in historically underserved communities. We deeply believe in the impact teacher effectiveness has on student achievement. Therefore, we are committed to teacher development. We place significant resources, time and effort into professional development, coaching, and focusing school leadership on instruction and the classroom. Additionally, we offer a 1:1 ratio of students to computers throughout the school (Chromebooks). We offer a standards-based curriculum and a comprehensive Social-Emotional program including explicit curriculum, restorative practices, mindful practices, community building, and access to mental health supports.

#### **Reflections: Successes**

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

#### **NWEA MAP**

In grades 6-8, over 50% of students in each grade met their typical growth in Math (6th - 51%; 7th - 58%; 8th - 57%). 50% of 1st graders also met their Math typical growth according to the NWEA MAP.

#### Staff and Student Culture and Climate

Our suspension rate is 0%, which we owe to our strong SEL program and restorative justice practices. Diversity and Inclusion and Rigorous Expectations are our schoolwide strengths according to the SEL and student climate surveys, demonstrating that we are creating the

#### **English Learner Support**

At the time of LCAP submission, we were on track for a 22% reclassification rate. We invested in an ELD Coordinator this year to provide professional development and support around supporting English learners.

#### Implementation of Academic Standards

All teachers in all grades are using high-quality grade-level standards-based curricula, and believe that students are being offered a high-quality academic program.

### **Reflections: Identified Need**

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

#### Attendance and Engagement

In 2022-23, we will be looking to improve ADA and chronic absenteeism. We struggled this year to get to our usual percentage, which generally sits near 95%. In Goal 5, we have added an action to improve attendance tracking and response systems, which includes efforts to re-engage families and students on campus.

#### School Climate

Under 50% of students responded positively to questions about a sense of belonging, and 50% of students responded positively to questions about engagement. We are expanding our enrichment activities through expanded learning and course offerings (including Art in 2022-23).

#### Students with Special Needs

In 2022-23, we will be eager to improve academic outcomes for students with special needs. Within Goal 4, we have added an action to ensure that we are supporting the general education and special education teams to collaborate through an inclusion model.

#### Gap between ELA and Math

In the Spring of 2022, our students performed generally better in Math than ELA on NWEA MAP, but we have to improve in both. We have a lot of growth to make in ELA for 2022-23 (just 35% of students met their typical growth), so we will be doubling down on curriculum internalization and weekly data meetings in this area.

## **LCAP Highlights**

A brief overview of the LCAP, including any key features that should be emphasized.

Caliber ChangeMakers Academy has clearly defined schoolwide outcomes and goals, and these goals are informed by and aligned with the eight state priorities and the state and local indicators published in the California School Dashboard. The Caliber ChangeMakers Academy LCAP provides a reasonably comprehensive description of the school's goals, actions, and outcomes in the state priorities for the entire school and all numerically significant pupil subgroups. The LCAP is informed by Caliber's Healthy Schools Framework, which outlines Six Essential Questions that we consider in determining the overall health of each of our schools. They are:

Does our network demonstrate the core SEL competencies?

Does our network deliver academic growth and achievement for our students?

Does our network help our students make connections in their school experience that make them critically conscious of their world and the world beyond?

Does our network promote equity and achieve equitable outcomes?

Is our network financially and operationally sound?

Do we live by our values (F.A.C.E.)?

## **Comprehensive Support and Improvement**

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

#### Schools Identified

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

Caliber: ChangeMakers Academy has not been identified as being eligible for comprehensive support and improvement.

#### Support for Identified Schools

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

Not applicable because the school has not been identified as being eligible for comprehensive support and improvement.

#### Monitoring and Evaluating Effectiveness

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

Not applicable because the school has not been identified as being eligible for comprehensive support and improvement.

## **Engaging Educational Partners**

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Stakeholder input and engagement has been essential for the development of the LCAP. We have many systems in place to engage our stakeholders throughout the school year, and leverage these mechanisms to improve each draft of the LCAP before finalization. The Caliber ChangeMakers School Leaders drove the prioritization and planning for this LCAP, utilizing feedback from students, families, and staff.

#### Caliber Students and Families

Caliber students and families each have taken at least two surveys related to the school's major priorities this year. School Leaders have analyzed this feedback and incorporated it into the LCAP, including feedback asking for more opportunities for family engagement and involvement.

#### Caliber Teachers and Staff

Teachers have been essential to the development of the LCAP. Their feedback asking for more professional development around restorative practices is reflected in our strategic actions. Additionally, we are planning to double down on our MTSS procedures to better support teachers and staff making referrals.

#### Caliber Network Leadership

The Caliber Public Schools Academic Leadership team identified a need to be able to respond better to interim assessment data, and in consultation with School Leaders and instructional leadership at Caliber: ChangeMakers, decided to implement iReady as a replacement for MAP testing.

#### Caliber advisory committees (ELAC, SSC)

School leaders presented drafts of the LCAP to both the ELAC and SST in May and received feedback that was incorporated into the final version.

#### A summary of the feedback provided by specific educational partners.

There was considerable consistency and alignment across stakeholder groups in their evaluation of Caliber's current state and in their primary hopes for its future.

Overall, stakeholders express optimism about the future of Caliber ChangeMakers. Parents and families express high levels of confidence in the school and over 90% would recommend Caliber ChangeMakers to a family member or a friend. Families are looking for more opportunities to get involved on campus next year. In the 2022-23 school year, teachers and staff are looking for more consistency in key systems like attendance, MTSS, and family engagement so that they are supported to achieve ambitious academic outcomes for their students. Teachers also provided resoundingly positive feedback around our progress this year with English Learners.

The Caliber Public Schools-wide Academic Leadership team recommended that the metrics for MAP be replaced with metrics for iReady. Over the last several years, teachers have found MAP data difficult to analyze and respond to in lesson planning, and iReady offers an alternative assessment program that provides more detailed information about student achievement across several domains, as well as actionable next steps for students to build skills.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Teacher input about being able to implement RJ and restorative practices influenced the refining of an action around aligning SEL teams. We have refocused on providing PD on restorative and SEL practices.

Teacher input on being able to implement interventions and clear systems around MTSS have informed an action doubling down on these efforts.

We have updated the MAP metrics for 2022-23 to include metrics for iReady, and included an action to train staff on how to implement iReady, as well as use data to plan instruction.

## **Goals and Actions**

## Goal

Goal #	Description
1	School Culture and Climate: Our school will demonstrate the core Social Emotional Learning (SEL) competencies.

#### An explanation of why the LEA has developed this goal.

Social-Emotional Learning is central to our program and is represented by one of Caliber's four pillars: Heart. We firmly believe in supporting the whole child, and that our students' academic successes and personal success are our responsibility. This goal aims to represent our efforts to ensure our students are competent across the domains of social-emotional learning.

We measure our success in this are primarily by survey feedback from our school community. We also use our suspension and dropout rates to measure our success in social-emotional learning, because we believe that these important data points give us important insights into school safety, student engagement, and school climate.

Priority 5: Pupil Engagement Priority 6: School Climate

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student SEL Survey: # of topics at or above average (out of 7)	4 out of 7 (Spring 2021)	Fall 2021: 66% Spring 2022: 26%			Original: 5 out of 7 or higher  Revised: 70% of topics at or above average
Student Climate Survey: # of topics at or above average (out of 9)	9 out of 9 (Spring 2021)	Fall 2021: 84% Spring 2022: 69%			Original: 7 out of 9 or higher

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					Revised: 75% of topics at or above average
Student SEL Survey: Participation (% Responded)	61.5% (Spring 2021)	Fall 2021: 82% Spring 2022: 68%			90%
Student Climate Survey: Participation (% Responded)	67.7% (Spring 2021)	Fall 2021: 86% Spring 2022: 78%			90%
Staff Climate Survey: # topics at or above average (out of 3)	2 out of 3	Fall 2021: 100% Spring 2022: 33%			Original: 2 out of 3 or higher  Revised: 67% of topics at or above average
Staff Climate Survey: Participation (% Responded)	46.90% (Fall 2020)	Fall 2021: 83% Spring 2022: 84%			90%
Discipline: Suspension rate	0%	0% (2021-2022)			1.0% or fewer
Middle School Dropout Rate	0%	0.4% (2020-2021)			1.0% or fewer
Discipline: Expulsion rate	0%	0% (2021-2022)			1.0% or fewer

## **Actions**

Action #	Title	Description	Total Funds	Contributing
1.1	Maintain Strong SEL	Support our SEL program with adequate clinical staffing and SEL	\$850,640.00	Yes
	Team	training.		166

Action #	Title	Description	Total Funds	Contributing
1.2	Develop and refine referral tracking system	Ensure the tracking system has clear roles and responsibilities. This tracking system will assist in identifying students who need Tier 2 and Tier 3 service. It will also allow the leadership team and student facing staff to pinpoint areas and times of support in General Education classrooms.	\$0.00	No

## **Goal Analysis [2021-22]**

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

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

We struggled to implement the MTSS action this year in DeansList, however we did not have a clear process for communication and roles and responsibilities for teachers once a referral is submitted.

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

Overall expenditures in support of this Goal #1 are projected to reach \$740295 in 2021-22. This is \$34824 lower than the budgeted amount of \$775119. Staffing shortages and difficulty in filling open positions were large contributors to this decrease in expenditures relative to what was originally planned. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

Because we were unable to successfully implement our MTSS process throughout the school year, we believe this had an impact on our staff climate results and student SEL results.

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

We have adjusted the SEL Team action to maintain our fully staffed SEL Team to provide social-emotional support to students and train teachers on SEL.

We have decided to maintain the action on refining the MTSS system so that we can improve collaboration and communication among all staff.

We migrated our SEL survey to a new system that reports our outcomes for each grade level rather than the school overall. As a result, we have updated the SEL & Climate surveys to be reported as percentages.

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

## **Goals and Actions**

### Goal

Goal #	Description
2	Pupil Achievement: Our school will deliver academic growth and achievement for all of our students.

#### An explanation of why the LEA has developed this goal.

Academic growth and outcomes for our students remains our highest priority as an organization. We believe deeply that all of our students can experience academic success. Our students can perform at or above grade level, and we must do better at helping them do so.

Based on our locally collected data and diagnostic assessments we have identified some key areas that will be crucial to the Caliber vision for impact in the 21-22 academic year and beyond to mitigate the learning loss from a full year in distance learning. Caliber Changemakers Academy used a combination of the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) for mathematics and English Language Arts, as well as the English Language Proficiency Assessments for California (ELPAC) to determine our key focus areas of growth.

Due to the hardship of distance learning we were unable to administer the SBAC in the 2020-2021 school year but in subsequent years will use the (CAASPP) Smarter Balanced Assessment Consortium (SBAC) assessments mathematics and English Language Arts to track our progress and growth.

All Caliber Schools will use the English Language Proficiency Assessments for California (ELPAC) to both classify students as English Language Learners (ELLs) and reclassify students as English proficient (RFEP) in all three scenarios. The Changemaker Academy ELL population continues to grow and to mitigate learning loss for this specific population we have identified these students as an area of focus.

Finally, stakeholder input confirmed that this goal is important to our community based on the Design Challenge Process. Leaders reflected on the biggest challenges we experienced based on our Network Academic Priorities and surveyed our staff, families and students to determine our aligned actions and metrics listed below to help achieve and deliver academic growth and achievement for all students.

Priority 2: Implementation of State Standards

Priority 4: Pupil Achievement 4.07 Actions for English Learners

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
NWEA MAP ELA Growth (Median Student Conditional Growth Percentile)	39 (3-8 Fall to Spring)	34 (K-8 Fall to Spring)			50th percentile or higher  (Metric retired due to programmatic changes)
NWEA MAP Math Growth (Median Student Conditional Growth Percentile)	30 (3-8 Fall to Spring)	43 (K-8 Fall to Spring)			45th percentile or higher  (Metric retired due to programmatic changes)
CAASPP: ELA (% Met or Exceeded)	44.51% (2019)	2021-22 Not Available			51.10% or higher
CAASPP: Math (% Met or Exceeded)	27.47% (2019)	2021-22 Not Available			39.73% or higher
ELPAC: English Learner Progress Indicator	39.2% (2019)	2021-22 Not Available			45% or higher
Reclassification Rate	0.9% (2020) 47.1% (2019)	2021-22 Not Available			15% or higher
iReady ELA Growth (Median Percent Progress Towards Typical Growth)	Baseline data available in 2022- 2023 and will be the same as the Year 2 Outcome.	Not Applicable			Desired outcome pending baseline data
iReady Math Growth (Median Percent	Baseline data available in 2022- 2023 and will be the	Not Applicable			Desired outcome pending baseline data

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Progress Towards Typical Growth)	same as the Year 2 Outcome.				

## **Actions**

Action #	Title	Description	Total Funds	Contributing
2.1	Standards-Based Curriculum Internalization	Adopt standards-based curricula for all courses and devote time in coaching and professional development to co-internalization.	\$0.00	No
2.2	Additional instructional staffing	Provide additional teaching and intervention staff to support student learning	\$682,138.00	Yes
2.3	Implement iReady	Implement a new interim assessment system, iReady, and train teachers and interventionists to respond to assessment data.	\$42,840.00	No
2.4	Common Assessment	Implement Common Curriculum-Based Assessments	\$0.00	No
2.5	Core instruction aligned with common core	(i) Hire and retain strong school leaders, assistant principals, and core teaching staff across all grades and core content areas. (ii) supplement them with additional support staff (instructional aides, interventionists, and residents) to offer more interventions to quickly fill gaps in learning. (iii) provide them with effective, common core aligned instructional supplies & materials.	\$4,588,800.00	No
2.6	Implement Weekly Data Meetings	Teachers will regularly participate in weekly data meetings that examine student work, identify trends and determine next steps. Data sources include: exit tickets [mastery tracked 1x week], student work	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
		samples, assessments (iReady, ELPAC, Fluency Data, Foundational Skills data, Curriculum-Based Assessments, etc).		

## Goal Analysis [2021-22]

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

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

We were unable to implement weekly data meetings until January this year. We did not hold a Weekly Data Meeting with an EL focus per se, however we looked at disaggregated data at each data meeting. In addition to implementing the TK-4 ELA curriculum, we were able to implement curricula across disciplines and devote additional resources to the internalization of curricula.

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

Overall expenditures in support of this Goal #2 are projected to reach \$5089362 in 2021-22. This is \$694642 higher than the budgeted amount of \$4394720. The school was able to afford more instructional staff as a result of federal and state stimulus programs that were provided in response to the pandemic. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

The hiring of an EL coordinator and the purchase of the EL Achieve curriculum were effective in improving our achievement for ELs and improving the EL reclassification rate. We will continue with this action next year, though the action has moved to Goal 4. See below for more shifts.

Curriculum internalization across all adoptions has resulted in improved classroom instruction and grade-level content. Because teachers were aligned in their curriculum delivery, it allowed us to be able to review student performance on grade-level work across classrooms. Next year, we will look to ensure that weekly data meetings are taking place consistently.

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

We will stop collecting MAP data in 2022-23 and will instead collect iReady data to measure growth in Math and Reading. We have removed the longer (185-day) school year to return to 180 days and instead refer to the ELO-P grant funding to reflect the work in the summer program for 2022.

We have removed the action "implement Math intervention" because we have set aside an intervention block within the regular school day moving forward and no longer need this additional action.

We have relocated the Expanded Learning Program actions to Goal 3.

We have relocated the ELD staffing and curriculum action to Goal 4.

We have updated the Weekly Data Cycles Action to support streamlined implementation (since EL data is already a part of the weekly data cycles and we struggled with implementation this year)

We have modified the TK-4 ELA curriculum adoption action to include all standards-based curriculum internalizations.

We have included an action to train teachers on how to use iReady data to inform their next instructional cycle.

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

## **Goals and Actions**

## Goal

Goal #	Description
	Critical Thinking: Our students will make connections in their school experience that make them critically conscious of their world and the world beyond.

#### An explanation of why the LEA has developed this goal.

This goal is a reflection of the Act pillar, which we have in place to encourage our students to be able to think beyond the core classroom. Issues of identity, collaboration, and community come up in our advisory curricula, and students have the opportunity to explore their interests through enrichment courses like Computer Science and Art, and sports, clubs, and extracurricular activities.

Improving student voice and ownership is an area where we look to push our practices as a school. Student-Led Conferences, and the use of culturally and linguistically responsive practices in the classroom are ways we are looking to push our practices.

Priority 2: Implementation of State Standards

Priority 7: Course Access

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Access to a Broad Course of Study Local Indicator Reflection Tool	N/A	Met. All students have access to a Broad Course of Study.			All students have access to a Broad Course of Study
Implementation of State Academic Standards Local Indicator Reflection Tool	3.7 average	Met. Full Implementation.			Full Implementation based on Local Indicator Reflection Tool

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Computer Science participation	Computer Science Offered to 100%, but not always available during distance learning.	100% of students participated in Computer Science			100% of students

## **Actions**

Action #	Title	Description	Total Funds	Contributing
3.1	Implement Teacher Observation Tools to Improve Rigor	Utilize the Instructional Practices Guide (IPG) improve instructional rigor and student voice	\$0.00	No
3.2	Non-core coursework	Deliver a robust set of courses in non-Common Core areas of computer science, physical education, art, and music.	\$609,976.00	Yes
3.3	Community Events	Provide opportunities within and outside of the school day with the aim of bringing diverse cultures and backgrounds to students.	\$12,240.00	No
3.4	Expanded Learning Program	Provide a robust Expanded Learning Program with enrichment and community service components.	\$527,556.00	No
3.5	Implement Social Studies and Science Curricula	Identify and implement social studies & science curriculum that scores highly on CLRP measures.	\$0.00	No

## Goal Analysis [2021-22]

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

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

The Equity Rubric was only used for the first 6 weeks of the year. We use the Teaching Effectiveness Rubric the most to provide teacher feedback, but next year would like to be more intentional with which rubrics we use for which time of the year and for what purpose. We have narrowed the scope for purposes of LCAP measurement to the IPG, which has valuable metrics on student voice and ownership. Challenges related to the COVID-19 pandemic made it difficult for us to be able to host the community events we were hoping to be able to this year.

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

Overall expenditures in support of this Goal #3 are projected to reach \$907202 in 2021-22. This is \$515964 lower than the budgeted amount of \$1423169. The largest contributor to this decrease in spending was staffing shortages and difficulty in filling open positions (e.g., when additional staff members were hired, but ended up filling core instructional roles or substituting for staff who were out due to COVID). See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We have returned to ensuring 100% of students have access to a Computer Science course since the year of distance learning (and are now looking to offer an even broader set of courses with the addition of Art).

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

We have renamed the actions around using the classroom tools to support teacher practice around equity to streamline the action. We have changed "after school programs" to include all ELO-P enrichment programming and split out non-core coursework and enrichment programming as separate actions.

We have expanded our course offerings (and related metrics) to include Computer Science and Art.

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

#### Goals and Actions

#### Goal

Goal #	Description
4	Equity: Our school will promote equity and achieve equitable outcomes for our students and staff.

#### An explanation of why the LEA has developed this goal.

Our mission as an organization is to shift the experiences, expectations, and outcomes for historically underserved students. In order to appropriately address our mission, our school needs to be culturally and linguistically competent. The motivations underpinning this goal are strong, as indicated in an equity survey at the outset of this LCAP cycle, which indicated that 96% of staff believe DEI work will improve academic achievement, retention of educators, and sense of community with staff.

Disproportionality in the areas specific to Special Education Students and our English Language Learners led us to set a specific goal around their achievement and growth. In comparison to our general education population this subgroup is under performing and therefore it is important to ensure we are monitoring and analyzing data to improve student outcomes.

And finally, noticed that our instructional staff demographics were not representative of our student community. While 71% of our students identify as Hispanic/Latinx, only 14% of our instructional staff identified as Hispanic/Latinx at the outset of this LCAP cycle. As a result, we are making a goal to increase the percentage of Hispanic/Latinx instructional staff in order to be more representative of our student community.

Priority 8: Other Pupil Outcomes

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Community Composition: Staff Increase representation of Latinx staff members on instructional staff	15.38% of instructional staff identify as Hispanic/Latinx	20% (2021-2022)			The representation of Latinx staff will increase until it reaches 25%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Staff Development: Insight Survey Diversity, Equity, and Inclusion	7.5	6.1 (2021-2022)			Top Quartile (7.0 or higher)
SPED Goal: MAP Growth (Median Conditional Growth Percentile)	ELA: 21 (Fall to Spring) Math: 20 (Fall to Spring)	ELA: 24 (Fall to Spring) Math: 33 (Fall to Spring)			ELA: 36th or higher Math: 35th or higher (Metric retired after 21-22 due to programmatic changes)
ELL Goal: MAP Growth (Median Conditional Growth Percentile)	ELA: 47 (Fall to Spring) Math: 32 (Fall to Spring)	ELA: 19 (Fall to Spring) Math: 35 (Fall to Spring)			ELA: 50th or higher Math: 50th or higher (Metric retired after 21-22 due to programmatic changes)
iReady SPED Growth (Median Percent Progress Towards Typical Growth)	Baseline data available in 2022- 2023 and will be the same as the Year 2 Outcome.	Not Applicable			Desired outcome pending baseline data
iReady ELL Growth (Median Percent Progress Towards Typical Growth)	Baseline data available in 2022- 2023 and will be the same as the Year 2 Outcome.	Not Applicable			Desired outcome pending baseline data

# **Actions**

Action #	Title	Description	Total Funds	Contributing
4.1	Identify and Culture Professional Development	CMA staff will include anti-racist and identity development for all staff as an embedded part of staff professional development and coaching and feedback.	\$0.00	No
4.2	Inclusive Hiring Practices	CMA will continue to recruit and retain diverse staff members and ensure that our budgets do not replicate disparities in pay.	\$23,460.00	No
4.3	Targeted ELD and Special Education Professional Development	Professional Development for all staff on ELD and Special Education achievement	\$0.00	No
4.4	Special Education Staffing and Curriculum	Maintain a fully staffed Special Education program and Increase collaboration between special education and General education by having aligned integrated schedules to support a co teaching model	\$1,485,318.00	No
4.5	ELD Staffing and Curriculum	Provide robust ELD training and curriculum	\$112,840.00	Yes

## Goal Analysis [2021-22]

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

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

We were unable to provide as much anti-racist, restorative practices professional development this year as we originally had intended due to staffing shortages and the stretched capacity of the leadership team. This is a renewed effort for the 2022-23 school year.

We were unable to provide as much high-touch instructional coaching as we usually do this year due to staff shortages and our leadership team needing to cover for classes regularly.

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

Overall expenditures in support of this Goal #4 are projected to reach \$1561276 in 2021-22. This is \$185575 lower than the budgeted amount of \$1746851. Staffing shortages and difficulty in filling open positions were large contributors to this decrease in expenditures relative to what was originally planned. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We have made progress in improving our instructional staff composition to be more representative of our school community. Dedicating ourselves to inclusive hiring practices has helped us in this way. EL Staffing and curriculum and EL professional development supported our improved percent of students growing a level according to ELPI (estimated at 52% at the time of LCAP submission).

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

We have changed the Special Education training action to one more focused on clustering students with special needs so that the action better aligns with our co-teaching model.

We removed the weekly data meetings call-out for ELs because (as addressed in Goal 2) all subgroup data will be addressed in Weekly Data Meetings.

We have moved ELD training and curriculum from Goal 2 to Goal 4.

We will stop collecting MAP data in 2022-23 and will instead collect iReady data to measure growth in Math and Reading for EL and Special Education Students.

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

#### **Goals and Actions**

#### Goal

Goal #	Description
5	Sustainability & Growth: Our school will be financially and operationally sound.

#### An explanation of why the LEA has developed this goal.

We know that maintaining our operational strength is key to being able to deliver on our ambitious goals for our students in the classroom. We want our students and staff to stay with us for a long time, and this requires clear systems, a healthy workplace, a sustainable financial model, and healthy and safe facilities.

Priority 1: Basic A. Teachers appropriately assigned and credentialed, Basic B: Instructional materials Basic, C: Facilities in good repair

Priority 5: Pupil Engagement

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance (Average Daily Attendance)	93.8% (2019-20 through 3/13/20) 93.32% (2020-21)	87.9% (2021-2022)			95% or higher
Chronic Absenteeism	19.1% (2019-20 through 3/13/20) 18.86% (2020-21)	48% (2021-2022)			10% or less
Full Enrollment	825	833 (2021-2022)			900
Staff Retention	84%	81% (2021-2022)			70% or higher
Student Retention	92%	88% (2021-2022)			85% or higher
Teacher credentials (% Credentialed &	94%	67% (2021-2022)			100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately Assigned)					
FIT Tool	Facilities in good repair.	Met. Facilities in good repair.			Good or better
Operations Scorecard	N/A	2.42 average, 9 instances of 1's			3.7 of better, no 1's
Access to standards- aligned instructional materials	100% of students have access to Chromebook and instructional materials	100% of students have access to Chromebook and instructional materials			100%

# **Actions**

Action #	Title	Description	Total Funds	Contributing
5.1	Safe and welcoming facilities	Maintain safe, clean, and welcoming school facilities for our staff and students.	\$1,497,230.00	No
5.2	Technology infrastructure	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals.	\$218,331.00	No
5.3	Meal program	Support a healthy and appealing meal program for students during the regular school day and after school program.	\$511,491.00	No
5.4	Operations Team Support	Hire, retain, and develop a strong school operations team and provide operational support services that support our school's instructional goals.	\$1,863,844.00	No

Action #	Title	Description	Total Funds	Contributing
5.5	Strengthen Attendance Tracking and Response Systems	Improving attendance tracking and response systems to improve student attendance and engagement rates.	\$0.00	No

## Goal Analysis [2021-22]

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

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

We were unable to hire and keep a Family Engagement Coordinator this year. Our attendance response systems were not effective in limiting chronic absenteeism or keeping up with our ADA targets.

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

Overall expenditures in support of this Goal #5 are projected to reach \$3838639 in 2021-22. This is \$229162 higher than the budgeted amount of \$3609477. We were able to increase our investment across most of the actions in this goal and to provide many layers of pandemic response as a result of increases in federal and state funding. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We struggled this year with attendance in terms of maintaining ADA and chronic absenteeism. We struggled to keep up with our attendance tracking system due to staff capacity and absences due to COVID. For this reason, we were unable to maintain our usual level of performance in this area of our goal.

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

We have removed the Family Engagement Coordinator role action and instead have added an action to strengthen attendance tracking and response systems.

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

#### **Goals and Actions**

#### Goal

Goal #	Description
6	Caliber's schools will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and empathy and kindness.

#### An explanation of why the LEA has developed this goal.

The Caliber Public Schools Core Values are:

Feedback: Everyone is committed to a culture of feedback, development, and continuous improvement.

Affirmation: We validate and affirm the identities, strengths, and passions of each person.

Collective Responsibility: It is everyone's collective responsibility to work in service of and alongside our school communities.

Empathy: Situations and people are approached with empathy and kindness.

This goal encompasses our values, along with our commitment to ensuring we are responsive to and inclusive of our families.

Priority 3: Parent Involvement

## **Measuring and Reporting Results**

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Family Survey: School Climate (% Favorable)		Fall 2021: 83% Spring: 2022: 83%			85%
Family Survey: School Fit (% Favorable)	59%	Fall 2021: 78% Spring: 2022: 77%			80%
Family Survey: Participation (# Responses)	154	Fall 2021: 453 Spring: 2022: 367			300
Parent Engagement: Self Reflection Tool	3.6	3.6			3.5 average or higher

84

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Insight Survey: Observation & Feedback	6.4	5.3 (2021-2022)			Original: Top Quartile (7.0)  Revised: Increase until the average reached 6.5 (or remain above the 5.0 national average)
Student Climate Survey: Cultural Awareness & Action	3.6	Fall 2021: 3.9 Spring 2022: 3.7			At or above cohort average (3.5)

## **Actions**

Action #	Title	Description	Total Funds	Contributing
6.1	Coaching and Professional Development	All staff will receive ongoing coaching and development in order to strengthen their practice	\$601,595.00	Yes
6.2	Feedback Cycles	All Caliber stakeholders will have the opportunity to give and receive feedback throughout the year.	\$0.00	No
6.3	Targeted family partnership	Create more opportunities for relationships and student/family supports including targeting specific subpopulations including our African American students, Latinx and Hispanic families as well as English Language Learners	\$0.00	No

## Goal Analysis [2021-22]

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

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

We were unable to provide the usual level of high-touch coaching we usually can due to staffing shortages during this school year, leaving instructional staff and leadership needing to cover classes. We believe this contributed to the low responses on the Insight survey related to observation and feedback.

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

Overall expenditures in support of this Goal #6 are projected to reach \$673244 in 2021-22. This is \$115896 higher than the budgeted amount of \$557348. We were able to increase our investment coaching and professional development as a result of increases in federal and state funding. See the section "2021-22 Contributing Actions Annual Update Table" below for details on the LCFF S/C funded expenditures by action.

An explanation of how effective the specific actions were in making progress toward the goal.

We believe that the responsiveness of our school leadership and teachers to our families drives these goals. We believe the coaching and feedback results dipped a little this year because leadership teams and instructional coaches were needed to cover classes due to COVID absences. We struggled with family engagement broadly due to the pandemic, which we believe contributed to the low family survey participation and results.

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

We have removed a CLRP rubric action we believe is duplicative of an action we have under Goal 3.

We have removed reference to an Attendance and Family Engagement Coordinator, which we were unable to staff this year. The work around attendance tracking is covered in Goal 5.

We have adjusted the metric for coaching and feedback to reflect growth over time and exceeding the national average.

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

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
1955756	193940

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
24.88%	0.00%	\$0.00	24.88%

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

## **Required Descriptions**

For each action 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 goals for these students.

Goal 1 - SEL and Student Climate

Needs, Conditions, and Circumstances

Social-Emotional learning supports resilience and academic habits to be able to achieve our ambitious goals in student achievement, especially for traditionally underserved students.

The specific actions identified in Goal #1 contributing to increased or improved services are:

Maintain our successful SEL support model for students

#### **Expected Outcomes**

By implementing strategic actions in support of SEL and climate, we hope to achieve our goals in academic growth and achievement, described below, and to maintain positive indicators that students feel safe and connected to the Beta community. We will also measure progress toward, high attendance, and low chronic absenteeism, and low suspensions.

Goal 2 - Academic Achievement

Needs, Conditions, and Circumstances

Math and ELA achievement for our socioeconomically disadvantaged and EL students represent an area of growth for us. For this reason, we invest in resources to ensure they have access to grade-level content and additional opportunities for intervention.

The specific actions identified in Goal #2 contributing to increased or improved services are:

Provide additional teaching & intervention staff to support students' learning

#### **Expected Outcomes**

By implementing the identified actions we will ensure steady growth in our academic outcomes (NWEA MAP in 2021-22 and iReady in 2022-23, CAASPP) and English Learner Progress Indicators.

#### Goal 3 - Critical Thinking

Needs, Conditions, and Circumstances

Supporting students to think critically, offering students the opportunities to learn outside the classroom, and providing opportunity to reflect on learning all support our school's mission to ensure that traditionally underserved students like socioeconomically disadvantaged, foster students, and English Learners. Adding Art to the course offerings provided another enrichment option that would be accessible to these students.

The specific actions identified in Goal #3 contributing to increased or improved services are:

• Maintain a broad set of elective and enrichment courses & opportunities.

#### **Expected Outcomes**

We will measure our success in this Goal through course offerings and participation, access to a broad course of study, and participation in student-led conferences.

#### Goal 4 - Equity

Needs, Conditions, and Circumstances

We aim to ensure no discrepancies in performance among our subgroups. English Learners needed support across their classes and through Designated ELD, and all teachers are supported with ELD professional development.

The specific actions identified in Goal #4 contributing to increased or improved services are:

· ELD Staffing and Curriculum

#### **Expected Outcomes**

Improved reclassification rate and increased % of students making at least one level of progress.

#### Goal 5 - Operations

Needs, Conditions, and Circumstances

Maintaining a healthy and sustainable operation supports us in maintaining a healthy and safe space for our students to learn. Our student recruiting and enrollment efforts support us to have a school composition that is reflective of the broader community.

There are no specific actions in Goal 5 contributing to increased or improved services.

Goal 6 - Values and Feedback

Needs, Conditions, and Circumstances

School-wide Professional Development and coaching around supporting ELs in the classroom will enhance our academic growth for ELs

The specific actions identified in Goal #6 contributing to increased or improved services are:

• Coaching and Professional Development

#### **Expected Outcomes**

Improved instruction of ELs resulting in improved reclassification rate and increased % of students making at least one level of progress.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

ChangeMakers Academy has historically had a high unduplicated pupil percentage (in 2021-22 it was roughly 73%). Because of this high unduplicated pupil percentage, the school spends most of its Federal Title funding and its LCFF supplemental and concentration grant funding on a school-wide basis. Specific spending categories are identified throughout the goals in this LCAP and are summarized in the spending tables at the end of the document.

Spending is principally directed to the LCAP goals that each item supports and is focused at an overall level on increasing student achievement as measured by the NWEA Map and state assessments, cultivating a safe and healthy school climate and culture, and offering a range of student and family supports. We believe that the actions described above are the most effective way to meet the goals outlined in this LCAP for all our students including our unduplicated pupils.

The calculated minimum proportionality percentage (MPP) for ChangeMakers Academy in the 2021-22 school year was 24.42% and the projected MPP for 2022-23 will be 24.88%. We believe that the services provided to unduplicated students have been and will be increased by at least these amounts relative to what they would have been without the LCFF supplemental and concentration grant funding. Our

methodology for calculating this increase is based on measuring the actual expenditure amounts related to each of the actions that were paid for with LCFF supplemental and concentration grant funding. In the absence of such funding, those expenditures would not have been possible. Therefore, the funding led to a direct increase in services that were provided.

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

Caliber ChangeMakers Academy has an unduplicated pupil percentage in excess of 55% and therefore it did receive a concentration grant as part of its 2021-22 LCFF funding. The school anticipates continuing to receive concentration grant funding in 2022-23. The school has estimated the size of its concentration grant add-on at 159,114 in 2021-22 and \$193940 in 2022-23. The school used this add-on funding in 2021-22 to hire additional instructional staff to provide direct services to students, and it anticipates using the funding in 2022-23 in the same manner.

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

### 2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non- personnel
Totals	\$9,859,991.00	\$2,435,812.00		\$1,332,496.00	\$13,628,299.00	\$8,862,870.00	\$4,765,429.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Maintain Strong SEL Team	English Learners Foster Youth Low Income	\$649,760.00			\$200,880.00	\$850,640.00
1	1.2	Develop and refine referral tracking system	All					\$0.00
2	2.1	Standards-Based Curriculum Internalization	All					\$0.00
2	2.2	Additional instructional staffing	English Learners Foster Youth Low Income	\$302,213.00	\$100,280.00		\$279,645.00	\$682,138.00
2	2.3	Implement iReady	All	\$42,840.00				\$42,840.00
2	2.4	Common Assessment	All					\$0.00
2	2.5	Core instruction aligned with common core	All	\$4,329,056.00	\$258,639.00		\$1,105.00	\$4,588,800.00
2	2.6	Implement Weekly Data Meetings	All					\$0.00
3	3.1	Implement Teacher Observation Tools to Improve Rigor	All					\$0.00
3	3.2	Non-core coursework	English Learners Foster Youth Low Income	\$609,976.00				\$609,976.00
3	3.3	Community Events	All	\$12,240.00				\$12,240.00
3	3.4	Expanded Learning Program	All	\$62,620.00	\$464,936.00			\$527,556.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.5	Implement Social Studies and Science Curricula	All					\$0.00
4	4.1	Identify and Culture Professional Development	All					\$0.00
4	4.2	Inclusive Hiring Practices	All	\$23,460.00				\$23,460.00
4	4.3	Targeted ELD and Special Education Professional Development	All					\$0.00
4	4.4	Special Education Staffing and Curriculum	Students with Disabilities	\$640,037.00	\$708,303.00		\$136,978.00	\$1,485,318.00
4	4.5	ELD Staffing and Curriculum	English Learners	\$72,720.00			\$40,120.00	\$112,840.00
5	5.1	Safe and welcoming facilities	All	\$682,878.00	\$814,352.00			\$1,497,230.00
5	5.2	Technology infrastructure	All	\$157,131.00			\$61,200.00	\$218,331.00
5	5.3	Meal program	All	\$90,129.00	\$24,786.00		\$396,576.00	\$511,491.00
5	5.4	Operations Team Support	All	\$1,863,844.00				\$1,863,844.00
5	5.5	Strengthen Attendance Tracking and Response Systems	All					\$0.00
6	6.1	Coaching and Professional Development	English Learners Foster Youth Low Income	\$321,087.00	\$64,516.00		\$215,992.00	\$601,595.00
6	6.2	Feedback Cycles	All					\$0.00
6	6.3	Targeted family partnership	All					\$0.00

## 2022-23 Contributing Actions Tables

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover	Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
7861609	1955756	24.88%	0.00%	24.88%	\$1,955,756.00	0.00%	24.88 %	Total:	\$1,955,756.00
								LEA-wide Total:	\$1,955,756.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Maintain Strong SEL Team	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$649,760.00	0
2	2.2	Additional instructional staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$302,213.00	0
3	3.2	Non-core coursework	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$609,976.00	0
4	4.5	ELD Staffing and Curriculum	Yes	LEA-wide	English Learners	All Schools	\$72,720.00	0
6	6.1	Coaching and Professional Development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$321,087.00	0

Total:

## 2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$12,506,684.00	\$12,810,023.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)		
1	1.1	Refine our SEL Model to include proactive supports for students	Yes	\$775,119.00	740295		
1	1.2	Develop and refine referral tracking system with targets around identifying areas of Tier 1 and Tier 2 support and training of staff to analyze this data at least regularly.	Yes				
2	2.1	Adopt Lower school ELA curriculum	Yes	\$100,000.00	108839		
2	2.2	Extended Learning Plan	Yes	\$532,155.00	1226175		
2	2.3	Math Intervention Curriculum	Yes				
2	2.4	ELD Curriculum	Yes				
2	2.5	Core instruction aligned with common core	Yes	\$4,394,720.00	3863187		
2	2.6	Data Cycles: EL focus in data meetings	Yes				
3	3.1	Teaching for Excellence Rubric	Yes				
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3			or Improved Services?	Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
		Non-Common Core enrichment programming	Yes	\$728,844.00	681221
3		Heritage months, Debunking Holidays, and Student Circles	Yes	\$15,000.00	5303
3	3.4	After-school program	Yes	\$147,170.00	220681
3		CLR social studies & science curriculum	Yes		
4	4.1	Staff Identify and Culture	Yes		32000
4	4.2	Inclusive Hiring Practices	Yes	\$25,000.00	40225
4	4.3	ELL Goal	Yes		
4	4.4	SPED Program	Yes	\$1,621,851.00	1380212
5	5.1	Safe and welcoming facilities	Yes	\$1,283,981.00	1503044
5	5.2	Technology infrastructure	Yes	\$214,080.00	337610
5	5.3	Meal program	Yes	\$479,988.00	487169
5	5.4	Other school operations	Yes	\$1,631,428.00	1498169
5		Attendance + Family Engagement Specialist	Yes		12649

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	6.1	Weekly Coaching & PD	Yes	\$557,348.00	673244
6	6.2	Feedback Cycles	Yes		
6	6.3	CLRP Rubric	Yes		
6	6.4	Targeted family partnership	Yes		

## 2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
1640620	\$1,488,382.00	\$1,640,620.00	(\$152,238.00)	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Refine our SEL Model to include proactive supports for students	Yes	\$425,874.00	548892	0	0
1	1.2	Develop and refine referral tracking system with targets around identifying areas of Tier 1 and Tier 2 support and training of staff to analyze this data at least regularly.	Yes				
2	2.1	Adopt Lower school ELA curriculum	Yes				
2	2.2	Extended Learning Plan	Yes				
2	2.3	Math Intervention Curriculum	Yes				
2	2.4	ELD Curriculum	Yes				
2	2.5	Core instruction aligned with common core	Yes	\$235,776.00	219185	0	0
2	2.6	Data Cycles: EL focus in data meetings	Yes				
3	3.1	Teaching for Excellence Rubric	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.2	Non-Common Core enrichment programming	Yes	\$708,844.00	673121	0	0
3	3.3	Heritage months, Debunking Holidays, and Student Circles	Yes				
3	3.4	After-school program	Yes				
3	3.5	CLR social studies & science curriculum	Yes				
4	4.1	Staff Identify and Culture	Yes				
4	4.2	Inclusive Hiring Practices	Yes				
4	4.3	ELL Goal	Yes				
4	4.4	SPED Program	Yes				
5	5.1	Safe and welcoming facilities	Yes				
5	5.2	Technology infrastructure	Yes				
5	5.3	Meal program	Yes				
5	5.4	Other school operations	Yes				
5	5.5	Attendance + Family Engagement Specialist	Yes				
6	6.1	Weekly Coaching & PD	Yes	\$117,888.00	199422	0	0
6	6.2	Feedback Cycles	Yes				
6	6.3	CLRP Rubric	Yes				
6	6.4	Targeted family partnership	Yes				

## 2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
6717935	1640620	0	24.42%	\$1,640,620.00	0.00%	24.42%	\$0.00	0.00%

#### Instructions

**Plan Summary** 

**Engaging Educational Partners** 

**Goals and Actions** 

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

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

## **Introduction and Instructions**

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

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

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

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

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

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

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

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

# Plan Summary Purpose

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

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections:** Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any 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 specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections:** Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) 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 areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

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

## **Engaging Educational Partners**

## **Purpose**

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <a href="https://www.cde.ca.gov/re/lc/">https://www.cde.ca.gov/re/lc/</a>.

## **Requirements and Instructions**

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1**: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

**Prompt 3**: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

# **Goals and Actions**

## **Purpose**

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

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

## **Requirements and Instructions**

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

#### Focus Goal(s)

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

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

#### **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

#### **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal**: Explain how the actions will sustain the progress exemplified by the related metrics.

#### **Required Goals**

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <a href="https://www.cde.ca.gov/fg/aa/lc/">https://www.cde.ca.gov/fg/aa/lc/</a>.

• Consistently low-performing student group(s) goal requirement: An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated 2022-23 Local Control Accountability Plan for Caliber: ChangeMakers Academy

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Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- Goal Description: Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- Explanation of why the LEA has developed this goal: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- Low-performing school(s) goal requirement: A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- Goal Description: Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

#### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

#### Complete the table as follows:

- Metric: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 2 Outcome: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- Year 3 Outcome: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the
  data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing
  this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions**: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

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

#### **Goal Analysis:**

Enter the LCAP Year.

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

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned
  Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in
  expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all
  actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this
  prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a
  single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for
  more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency
  for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not
  closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

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

#### **Purpose**

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

## **Requirements and Instructions**

**Projected LCFF Supplemental and/or Concentration Grants**: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

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

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

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

#### Required Descriptions:

For each action being provided to an entire school, or across the entire school district or 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 goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

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

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our lowincome students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools**: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

#### For School Districts Only:

#### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55 percent:** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55 percent:** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions 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.

#### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions 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 percent or more enrollment of unduplicated pupils: Describe how these actions 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 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

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 the 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. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

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

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

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

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

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

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

#### Complete the table as follows:

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

#### **Action Tables**

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

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

• Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

#### **Data Entry Table**

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

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

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

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

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- Planned Percentage of Improved Services: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
    - For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

#### **Contributing Actions Table**

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

#### **Annual Update Table**

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

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

#### **Contributing Actions Annual Update Table**

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

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

#### **LCFF Carryover Table**

9. Estimated Actual LCFF Base Grant: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

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

#### **Calculations in the Action Tables**

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

#### **Contributing Actions Table**

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

#### **Contributing Actions Annual Update Table**

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

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

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

#### **LCFF Carryover Table**

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

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

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

California Department of Education January 2022

#### **Local Performance Indicator Quick Guide**

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the Local Control and Accountability Plan (LCAP).
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

#### **Performance Standards**

The performance standards for the local performance indicators are:

# Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the *Williams* settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to educational partners and the public through the Dashboard.

# Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

#### Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

#### School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to educational partners and the public through the Dashboard.

#### Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California *Education Code* (*EC*) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

### Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California *EC* Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

### Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to educational partners and the public through the Dashboard.

#### **Self-Reflection Tools**

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

# Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
  - Missasignments of teachers of ELs: 11
  - Total Teacher misassignments: 14
  - Vacant Teacher Positions: 0

\*Awaiting verification from the CTC

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
  - 0/0%
- Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)
  - 4

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

#### Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

### **OPTION 1: Narrative Summary (Limited to 3,000 characters)** [see option 2]

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

#### **OPTION 2: Reflection Tool**

#### Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State				Х	
Standards for ELA					
ELD (Aligned to ELA				v	
Standards)				X	
Mathematics – Common					
Core State Standards for				X	
Mathematics					
Next Generation Science				v	
Standards				X	
History-Social Science			Х		

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State				v	
Standards for ELA				Х	
ELD (Aligned to ELA			v		
Standards)			Х		
Mathematics – Common					
Core State Standards for				X	
Mathematics					
Next Generation Science				X	
Standards				^	
History-Social Science			×		

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified

### below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State				Х	
Standards for ELA					
ELD (Aligned to ELA Standards)			х		
,					
Mathematics – Common Core State Standards for Mathematics				х	
Next Generation Science Standards				х	
History-Social Science				х	

#### **Other Adopted Academic Standards**

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education	х				
Health Education Content Standards			х		
Physical Education Model Content Standards			х		
Visual and Performing Arts			х		
World Language	х				

#### **Support for Teachers and Administrators**

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full

#### Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional					
learning needs of groups of				X	
teachers or staff as a whole					
Identifying the professional					
learning needs of individual				x	
teachers					
Providing support for					
teachers on the standards				x	
they have not yet mastered					

#### **Optional Narrative (Limited to 1,500 characters)**

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

All core curriculum is aligned to the Common Core State Standards and California State Standards. Wit and Wizdom and Fisktank ELA are used for ELA curriculum. Eureka Math and EngageNY are used for Math. We have adopted the EL Achieve curriculum for English Learners and have integrated and designated ELD.

Ongoing work with Instruction Partners has supported teacher observations, classroom walk throughs, which support the leadership team to be able to identify professional development needs across the school.1:1 coaching is used to assess individual teacher needs, and support structures like Professional Learning Communities support teachers in curriculum internalization. Every Spring, we assess teacher performance across the school and use this information to plan professional development for the following year.

### Parental Involvement and Family Engagement (LCFF Priority 3)

#### Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit:<sup>1</sup>

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

#### Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to

family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

- Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
- 3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
  - 1 Exploration and Research
  - 2 Beginning Development
  - 3 Initial Implementation
  - 4 Full Implementation
  - 5 Full Implementation and Sustainability
- 4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
- 5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

#### Sections of the Self-Reflection Tool

#### Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation
- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
Rate the LEA's progress in creating welcoming environments for all families in the community.	4
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

### **Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)**

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.
  - Our school invests in parent communication and proactive parent relationship-building. Parents receive weekly communication from the principals about what is happening on campus, along with reminders of how to best support their student, via the Family SCRIPT.
- 2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships

Between School Staff and Families.

Due to distancing, we were unable to host many family events on campus, which we hope we are able to kick off again next year. We have already planned a few events for next year (including harvest festival, welcome back BBQ, and trunk or treat) which we believe will support deeper school-family relationships.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

We will monitor attendance at the in-person events and ensure that families who have not yet attended events are targeted for invitations to the next event.

#### **Section 2: Building Partnerships for Student Outcomes**

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation
- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	3
Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
Rate the LEA's progress in implementing policies or programs for teachers to meet with families and	4

students to discuss student progress and ways to work together to support improved student outcomes.	
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

#### **Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)**

 Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

We hold conferences with parents and students twice per year to share progress on student SEL and academic progress. In these conferences, parents receive a grades update, along with recommendations for how to support student learning at home.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Because of the level of chronic absenteeism this year, we were unable to connect with some families about student progress.

Based on the analysis of educational partner input and local data, briefly
describe how the LEA will improve engagement of underrepresented families
identified during the self-reflection process in relation to Building Partnerships
for Student Outcomes.

We need to develop a more proactive parent engagement system to prevent chronic absenteeism and an absence response system to ensure that our students are on campus and parents are engaged early and often.

#### Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 Exploration and Research
- 2 Beginning Development
- 3 Initial Implementation

- 4 Full Implementation
- 5 Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	4
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

### Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

 Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

We offer a parent survey twice per year to learn about family experiences. When there is a large decision to be made at the school, we will ask for family input, often in the form of a Google survey. We also hold coffee with the principals to be able to share updates with families about school happenings.

88% of parents are satisfied with Caliber and would recommend Caliber to other families.

 Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

We would like to be able to return to in-person meetings and town halls so that parents can provide feedback on how the year is going. We would also like to increase representation of families of ELs at parent events and survey responses.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

We would like to ensure that families receive multiple communications for input surveys, and reminders when they have not yet completed them. We will continue to ensure that all communication is available in English and Spanish so that families who speak Spanish can be involved.

#### School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

- 1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
  - We administer the Kelvin survey to assess climate. 94% of students reported that students of different races, ethnicities, and cultures hang out together. 3/4ths of students said they have a close relationship with someone outside their race, ethnicity or culture, and that their teachers hold high expectations of them. 66% of students say they get along with others who were different from them, and 65% say they have respected the point of view of another person even if they disagree with them.
  - Only 52% of students are excited about their classes, and 55% of students feel like they belong at our school, but 64% of students said they believe they can learn anything.
- 2. **MEANING**: What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
  - Our school is strong with diversity and inclusion, particularly ensuring that students have productive opportunities to interact and learn together.
  - Areas include improving opportunities for students to be curious and engaged with their coursework.
- 3. **USE**: What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?
  - We will be looking to offer more engaging lesson design and relevant learning opportunities for students.

#### Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to

track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

All students are on the same course completion pathway, regardless of their special education or EL status.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Every student is on the same core course completion pathway, thanks to adjustments in the schedule which ensured that students enrolled in ELD and intervention would not conflict with Art, Computer Science, or PE. In 2022-23, students will have an Art course in addition to PE and Computer Science.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

There are currently no barriers to being able to provide access to all students.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

We are planning to implement Art in the 2022-23 school year. With the addition of Expanded Learning funding, we also hope to be able to offer more non-core coursework, including music and dance.

### Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

[Not applicable]

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					

Coo	ordinating Instruction	1	2	3	4	5
2.	Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3.	Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4.	Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

# Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

[not applicable]

### Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					

Coordinating Services	1	2	3	4	5
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C3 Universal Transitional Kindergarten (UTK) Plans



# C3. Universal Transitional Kindergarten (UTK) Plans



## Functional Working Groups

- Academics: Vision, Coherence, Curriculum, Instruction, Assessment
- Operations: Enrollment, Services, Facilities, Finance
- Talent: Staffing, Recruitment, Professional Learning
- **Strategy**: Community Engagement, Partnerships Public Outreach



# RAPID Framework



## **RAPID Framework**

- Recommend: Gather facts and apply judgment to recommend a decision
- A Agree: Formally approve a recommendation
- Perform: Be accountable for performance of decision once made
- Input: Provide input to a Recommendation
- Decide: Make the final Decision; Commit the organization to action

# **Roles in UTK Decisions**

- R School Leaders + Directors of Ops
- A Caliber Board
- P School Sites
- I Functional Working Groups
- D SSO Education Team



# Caliber UTK Vision

At Caliber Public Schools we believe that Transitional Kindergarten is the first touchpoint in a student's academic journey. Grounded in our values of Heart, Smart, Think, and Act, we foster the development of the whole child. Where students are provided a robust and engaging first experience at school that cultivates a desire for lifelong curiosity and advocacy. Through experiential learning and culturally responsive anti-racist instruction, children build the foundational academic and social-emtional skills necessary for success both in and outside of the classroom.



# Caliber UTK Theory of Action

Experiential Learning + Foundational Skills + Social-Emotional Competence + Culturally Responsive Anti-racist Instruction →

A Strong Academic and Social-Emotional Foundation for Successful Lifelong

Learning



# Caliber UTK Guiding Principles Experiential Learning



We believe that learning begins with purposeful play. Our TK program emphasizes hands-on, meaningful play to promote curiosity in our youngest learners so that they can make connections to themselves, their learning, their peers, their communities, and the real world at large.

#### **A Strong Foundation**

We believe that TK is critical for developing skilled and confident students. Our balanced approach to curriculum is both developmentally appropriate and standards-based. Through explicit and systematic instruction, students build a strong foundation of basic print concepts, phonemic and phonological awareness, decoding skills, numeric understanding, number sense, and motor skills critical to becoming lifelong learners.

#### **Culturally Responsive & Anti-racist**

We believe in approaching all instruction from a culturally responsive, anti-racist lens. Students deserve to spend the majority of their academic time engaging with meaningful content that affirms all aspects of their identities, validates their lived experiences, and reflects the lived experiences of the diverse world we live in today. We believe that our youngest learners can and should engage in critical thought related to socio-political challenges in our society, and have a voice in exploring how to have an impact on the world.

#### **Social-Emotional Development**

We believe that social-emotional learning is the heart of cultivating meaningful peer to peer interactions. In learning environments that are safe, supportive, joyful, nurturing spaces, students learn to engage in self-regulation that allows them to identify their feelings, manage their emotions, and problem-solve alongside their peers; building robust connections to learning, to school, to their classmates, and to their communities.



# Universal Transitional Kindergarten (UTK) Plans

Staff recommends the Board approve the ChangeMakers Academy and Beta Academy UTK Plans.





-Staff recommends the Board approve the ChangeMakers Academy and Beta Academy UTK Plans.

Roll call of votes

Reminder:
Please state your name before you motion.



### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C3.1 Universal Transitional Kindergarten (UTK) Plans Beta Academy



### Caliber UTK Program Plan (22-23)

What is our vision for TK programming at Caliber?

At Caliber Public Schools we believe that Transitional Kindergarten is the first touchpoint in a student's academic journey. Grounded in our values of Heart, Smart, Think, and Act, we foster the development of the whole child. Where students are provided a robust and engaging first experience at school that cultivates a desire for lifelong curiosity and advocacy. Through experiential learning and culturally responsive anti-racist instruction, children build the foundational academic and social-emtional skills necessary for success both in and outside of the classroom.

What is our theory of action?

Experiential Learning + Foundational Skills + Social-Emotional Competence + Culturally Responsive Anti-racist Instruction →

A Strong Academic and Social-Emotional Foundation for Successful Lifelong Learning



#### What are our guiding principles for TK at Caliber?

#### **Experiential Learning**

We believe that learning begins with purposeful play. Our TK program emphasizes hands-on, meaningful play to promote curiosity in our youngest learners so that they can make connections to themselves, their learning, their peers, their communities, and the real world at large.

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feelings, manage their emotions, and problem-solve alongside their peers; building robust connections to learning, to school, to their classmates, and to their communities.

#### Overview

Using the vision and guiding principles above to complete the step process below to draft a plan for Pre-Kindergarten (PK) at Caliber for the 22-23 academic year.

#### **CALIBER BETA ACADEMY**

**Table: Projected Student Enrollment** 

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive)	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	10	15	20	20	20	20
CSPP (if	0	0	0	0	0	0
applicable)						

**Table: Facilities Estimates (Cumulative)** 



Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	No Change	1 Existing				
		Classroom	Classroom	Classroom	Classroom	Classroom
CSPP	0	0	0	0	0	0
Classrooms						
Head Start or	0	0	0	0	0	0
Other Early						
Learning and						
<b>Care Classrooms</b>						

## **Table: Staffing Estimates (Cumulative)**

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	1	1	1	1	1	1
TK Teacher's	1	1	1	1	1	1
Assistants						
CSPP (if	N/A	N/A	N/A	N/A	N/A	N/A
applicable)						
Other CSPP	N/A	N/A	N/A	N/A	N/A	N/A
Classroom Staff						
(if applicable)						
<b>Early Education</b>	N/A	N/A	N/A	N/A	N/A	N/A
District-level						
staffing (if						
applicable)						



## **Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26
5	5	10	10	10	10

### **Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP	0	0	0	0	0	0



	Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
I	Head Start	0	0	0	0	0	0
I	ASES	10	10	10	10	10	10
1	Program/ELO-P						



#### **Focus Area A: Vision and Coherence**

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UTK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UTK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UTK programing and before school and after-school, intersession, and summer learning and care.

#### 1. What is the LEA's vision for UTK? [open response]

At Caliber Public Schools we believe that Transitional Kindergarten is the first touchpoint in a student's academic journey. Grounded in our values of Heart, Smart, Think, and Act, we foster the development of the whole child. Where students are provided a robust and engaging first experience at school that cultivates a desire for lifelong curiosity and advocacy. Through experiential learning and culturally responsive anti-racist instruction, children build the foundational academic and social-emtional skills necessary for success both in and outside of the classroom.

2. In addition to TK, what service delivery models will be integrated to offer UTK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]

We will be partnering with Bay Area Recreational Center (BACR) to support our expanded learning program. Our hope is to create an A + B model, where students get both academic support (A) and enrichment support (B) during the expanded learning program



(Summer Programming). For after school and intersession programming, BACR will provide enrichment-based programming. All of these programs will be open to students in TK, and student-teacher ratios for TK students from the school year will be maintained for summer programming.

3. Describe the planned administrative structure that will support and monitor the UTK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UTK. [open response]

Monitoring the UTK program will be done through an administrative structure that includes the Head of Schools, Senior Managing Director of Teaching and Learning, Director of Strategy, School Leaders, and TK teachers and support staff. Support may include: network-wide communities of practice, progress monitoring of the UTK program via foundational skills assessments (e.g. Dibels), progress monitoring using curriculum-based assessments (e.g. Fundations, Geodes, EngageNY, etc), progress monitoring via standardized assessments (e.g. i-Ready), classroom observations, network-wide collaboratives (e.g. ELD, MTSS, etc.), grade-level meetings, and TK professional learning communities (PLCs). TK teachers and support staff will engage in professional development and PLCs with Kindergarten staff, but will have separate grade-level meetings to discuss the different developmentally-appropriate academic demands and emphasis on exposure for TK in particular.

Facilitating connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UTK will be driven by our Head of Expanded Learning with support from our Director of Strategy. Our hope is that our partnership with Bay Area Recreation Center (BACR) and on-site staff members who opt in to support expanded learning will work in partnership to support our UTK students if they opt into expanded learning.

4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UTK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response]



Academic and educational services will be supported by the Head of Schools, Senior Managing Director of Teaching and Learning, School Leaders, Assistant Principals, Instructional Coaches, and TK Teachers and support staff. Early childhood-specific content will be supported by School Leaders, Assistance principals, Instructional Coaches, TK Teachers and support staff. Facilities will be supported by the President, Regional Director of Operations, and School Directors of Operations. Human resources will be supported by the Head of Human Resources and Administrative and Talent Coordinator. Labor (Talent) will be supported by our CEO and Head of Talent. Special Education will be supported by the Director of Special Education and Student Services, Special Educator Administrative Assistant, Program Specialists, Education Specialists, and Service Providers. English Learner programs will be supported by the Head of Schools, Senior Managing Director of Teaching and Learning, School Leaders, and ELD Coordinators. Partnerships (including Early Learning and Care and ELO-P) will be supported by the Head of Expanded Learning and the Director of Strategy. Assessment and data collection will be supported by the Head of Data and Assessment and the Head of Data, Research, and Analytics. Professional Learning will be supported by School Leaders, Assistant Principals, and Instructional Coaches. Workforce recruitment and preparation support (Talent) will be supported by our Head of Talent, School Leaders, and Assistant Principals.

# 5. Identify how UTK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]

Using our RAPID (recommend, approve, perform, input, decision) decision-making structure, UTK leadership will be integrated into the decision-making process via network-wide communities of practice (TK data dives), network-wide collaboratives (e.g. ELD, MTSS), co-observations with individual coaches, peer observations, family input, leadership team meetings (input and feedback), leadership one-on-one meetings (input and feedback), and leadership team weekly newsletters (information-sharing).

#### 6. Describe how the LEA's proposed UTK model will be integrated with the district's LCAP. [open response]

Our UTK model will be integrated into our LCAP as our goals will remain true for family engagement, staff surveys, and student growth. Our LCAP goals include aspects that will be fundamental to our UTK program: Our school will demonstrate the core Social Emotional Learning (SEL) competencies, Our school will deliver academic growth and achievement for all of our students, Our students will make connections in their school experience that make them critically conscious of their world and the world beyond,



Our school will promote equity and achieve equitable outcomes for our students and staff, Our school will be financially and operationally sound, Our school will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and empathy and kindness. We will ensure that our UTK model will be integrated into these goals in seamless ways. Examples may include family surveys that integrate UTK family feedback and measuring student growth through curriculum and assessments.

7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UTK classrooms and who will be involved in the process. [open response]

Our TK program offers an inclusive learning environment that provides equitable growth opportunities for students with disabilities through thoughtful collaboration between general and special educators, close screening and monitoring for potential early intervention needs, high-quality integrated and resource services delivered on campus, training and coaching for instructional staff, accessible and differentiated instruction and materials, continuous data collection and analysis, and programmatic oversight to identify additional staffing and resource needs. As enrollment expands in our TK program, our opportunities to provide early intervention services and supports to students with diverse disabilities, delays, and developmental differences also expand, meaning our model must continue to be highly adaptable and responsive to the students in our classrooms. This responsiveness is achieved through consistent communication and closely monitoring and anticipating needs. A higher percentage of students enrolled in TK often require speech and occupational therapy early intervention and/or IEP services than when compared to other grade levels, in particular, so this is accounted for in our ongoing Special Education planning and projections to ensure our students have services available that they deserve. Additionally, special educators and general educators closely partner with one another about students with higher-level support needs to ensure curriculum and interventions are appropriately rigorous, engaging, and inclusive for all learners through the IEP process.

8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]

We have begun to build relationships with community day care centers through learning more about how we can build relationships and connections with our schools (e.g. Kindercare, Head Start, family owned daycares, etc). We have created a list of



partnerships both in Solano and Contra Costa County. Our Head of Expanded Learning and Director of Strategy will continue to work with community partners to share best practices to create a strong culture of collaboration and support among our schools and local care partners monthly.



- 1. Which of the following model(s) of service delivery does the LEA plan to implement for UTK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
  - a. TK offered at all sites
  - b. TK offered at some sites
  - c. TK stand-alone classes
  - d. TK and kindergarten combination classes
  - e. CSPP and TK combination classes (CSPP funding and ADA funding)
  - f. Locally-funded preschool and TK combination classes
  - g. CSPP stand-alone classes
  - h. Head Start stand-alone classes
  - i. Other [describe, open response]
- 2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]
  - a. Full Day TK
  - b. Part Day TK
  - c. Both
- 3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]

The vision for UTK at Caliber Public Schools is grounded in our four guiding principles: Experiential Learning, A Strong Foundation, Culturally Responsive and Anti-racist, and Social-Emotional Development. Grounded in experiential learning, we believe that learning begins with purposeful play. Our TK program emphasizes hands-on, meaningful play to promote curiosity in our youngest learners so that they can make connections to themselves, their learning, their peers, their communities, and the real world at large. We also know that A Strong Foundation is critical for developing skilled and confident students. Our balanced approach to



curriculum is both developmentally appropriate and standards-based. Through explicit and systematic instruction, students build a strong foundation of basic print concepts, phonemic and phonological awareness, decoding skills, numeric understanding, number sense, and motor skills critical to becoming lifelong learners. We will continue to ground ensure we operate a Culturally Responsive & Anti-racist organization wherein we approach all instruction from a culturally responsive, anti-racist lens. Students deserve to spend the majority of their academic time engaging with meaningful content that affirms all aspects of their identities, validates their lived experiences, and reflects the lived experiences of the diverse world we live in today. We believe that our youngest learners can and should engage in critical thought related to socio-political challenges in our society, and have a voice in exploring how to have an impact on the world. Finally, we know that Social-Emotional Development is the heart of Caliber Public Schools. We believe that social-emotional learning is the heart of cultivating meaningful peer to peer interactions. In learning environments that are safe, supportive, joyful, nurturing spaces, students learn to engage in self-regulation that allows them to identify their feelings, manage their emotions, and problem-solve alongside their peers; building robust connections to learning, to school, to their classmates, and to their communities. With these four guiding principles, a day in the life of a Caliber TK student would include SEL Circle/Morning Meeting, two recesses, lunch with recess, nap/rest time, and a combination of whole class and small group activities lead by a lead classroom teacher with support from instructional assistants. Caliber TK students will receive at least one full 45 minute time period for free choice play where they can choose what interests them, and bring in the learning that they are doing during the more academic parts of the day to real-life experiences.

- 4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
  - a. Yes the LEA applied to expand its existing CSPP contract in 2022–23
  - b. Yes the LEA applied for a new CSPP contract in 2022-23
  - c. Yes the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
  - d. Yes the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
  - e. No the LEA has no plans to begin or expand a CSPP contract in future years
  - f. No the LEA plans to relinquish or reduce CSPP services in future years
- 5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]



- a. Three-year-old children
- b. Four-year-old children who will not be enrolled in TK in the current school year
- c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
- d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day).
- 6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
  - a. 2022–23 (Birthdays February 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - b. 2023-24 (Birthdays April 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - c. 2024–25 (Birthdays June 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe



#### **Focus Area B: Community Engagement and Partnerships**

To successfully implement UTK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

1. How does the LEA's UTK Plan prioritize parental needs and choices? [open response]

The plan for UTK is informed by surveys sent to prospective and current Caliber parents about the program elements they wish to see in the TK program. The UTK plan prioritizes Caliber parents' request for a full-day program. The program prioritizes play, socialization, and social-emotional learning alongside academic skills.

2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UTK Plan? [open response]

In the development of this plan, Caliber has consulted with other early learning partners via Zoom meetings and resource sharing to learn about the balance of play, enrichment, and pre-school academic dispositions. The learning from this meeting was documented and shared with the team charged with planning the Academic program.

3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports? [open response]

The LEA will share enrollment information with other early learning providers and provide parents with information about programs outside of Caliber; however, since we are providing a full day + after school program, we anticipate most families will opt to stay with Caliber.

That said, we will share information about other early learning programs and extended care with parents throughout the school



year. We will invite local existing expanded care providers, like CoCoKids and Richmond ChildCare Resource & Referral, to distribute information to TK families.

4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UTK opportunities)? [open response]

Caliber is part of the El Dorado County SELPA, which does not support service providers below TK, so we will rely mostly on distribution of recruiting materials and partnerships with other early learning and care providers. Recruiting materials for TK at Caliber will include information in English and Spanish describing the services we provide for students with special needs. We will distribute recruiting materials with local speech and occupational therapy service providers and ABA therapy providers to ensure that parents of children receiving those services are aware of Caliber and the fact that we also support students with special needs.

5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UTK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response]

Our core day UTK program will run from approximately 7:30am to 3:00pm. The day will include a balance of academics, play, rest and social interaction. ELO-P time will include summer programming, intersessions (Winter and Spring Breaks), and after school programming (running from approximately 3:30-6:00pm). During this extended learning time, students will engage in academic intervention, acceleration, enrichment, and SEL support that serves to extend their core day content. The Head of Expanded Learning will be planning and budgeting all ELO-P funds for schools that will cover the cost of 30 additional school days spread over the summer and intersessions.

**CBA Schedule** 



- 1. Identify which of the following opportunities the LEA implemented to obtain public input on the UTK Plan. [Select all that apply]
  - a. Parent Teacher Association Meetings
  - b. Family or parent surveys
  - c. English Learner Advisory Committee (ELAC)
  - d. District English Learner Advisory Committee (DELAC)
  - e. Special Education Local Plan Area (SELPA)
  - f. School Site Council
  - g. District Advisory Committee
  - h. LCAP educational partners input sessions
  - i. Tribal Community input session
  - j. Co-hosting events with community-based organizations (CBOs)
  - k. Hosting meet and greets with the early learning and care community
  - LPC Meetings
  - m. Local Quality Counts California (QCC) consortia meetings
  - n. First 5 County Commission meetings
  - o. Community Advisory Committee (CAC)
  - p. Head Start Policy Council meetings
  - q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
  - r. Other: We held a family information and input evening event on Zoom, where parents of future TK students shared about the program elements they most wanted to see in the program.
- 1. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]



- a. Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
- b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
- c. CSPP (on an LEA site)
- d. CSPP (at a CBO site)
- e. LEA- or locally-funded preschool
- f. Head Start
- g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
- h. Other CBO preschool
- i. State subsidized child care (not including CSPP)
- j. Other [describe, open response]



#### Focus Area C: Workforce Recruitment and Professional Learning

1. How does the LEA plan to recruit the educators needed to implement its UTK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response]

We will recruit internally from teachers who have experience teaching in early childhood, as well as teacher residents and student teachers looking for a full time role in TK beginning in 22-23. We have participated in Education-centered career fairs through Contra Costa County Office of Education, UC Berkeley, St. Mary's, Stanford, UC Riverside, and CSU East Bay. Caliber also supports teachers in obtaining the required training and credentials for teaching by offering a professional learning stipend to each teacher, which may be used to contribute toward credentialing costs.

2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

Caliber will look to partner with other early learning and care providers to learn about instruction in areas that are specific to young learners. These areas include fine motor skills, self- regulation, occupational acquisition, writing continuum, and stages of development. We are interested in the offerings from Head Start and Early Edge California, and will collaborate with other Caliber LEAs to provide common professional development in TK and K.

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P–3 continuum? Plans might include the following: [open response]

We believe that professional learning will be a critical component to a successful P-3 continuum. We intend to provide professional learning to all teachers, lead teachers, instructional aides, administrators, and coaches supporting TK through third graders at Caliber. Caliber currently provides all staff professional learning around topics that include: Implicit bias and culturally- and linguistically-responsive practices, support for multilingual learners, serving children with IEPs in inclusive settings, and engaging



culturally- and linguistically-diverse families. Specific professional learning for P-3 continuum educators may include: effective adult-child interactions, children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice (e.g. Conscious Discipline), curriculum selection and implementation, creating developmentally-informed environments, and the administration and use of child assessments to inform instruction. Delivery of professional learning may include: coaching and mentoring, classroom observations and demonstration lessons with colleagues, workshops with external professional development providers (e.g. Conscious Discipline, etc.), and internally-delivered professional learning workshops and training.

4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

Collaboration across the P-3 continuum of educators will be crucial to student success. We will facilitate the development of this team by: (1) providing collaborative time and space for TK staff to work with Kindergarten staff; (2) identifying student benchmarks in the P-3 continuum so that TK teachers can prepare students appropriately; (3) holding weekly grade level team and planning meetings; (4) holding regular professional learning communities (PLCs); (5) fostering collaboration between TK and Kindergarten staff to support student acceleration (as needed); and (6) creating time and space for staff to support student transitions across grade levels (e.g. collaboratively creating class lists, Tk students meeting Kindergarten teachers before transitioning, field trips to Kindergarten, etc.).

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]



- a. Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
- Apply for a California Classified School Employee Teacher Credentialing Program grant
   (https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
- c. Apply for a California Teacher Residency Grant Program

  (<a href="https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program">https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program</a>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
- d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
- e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
- f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
- g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
- h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
- i. Apply for workforce development funding and competitive grant opportunities from the CDE



- j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
- k. Provide advising on credential requirements and options for how to meet these requirements
- I. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
- m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
- n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
- o. Other [describe, open response]
- p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators
- 2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
  - c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities



- e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
- f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
- g. Provide advising on requirements and how to meet the requirements
- h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
- i. Develop or work with an established mentorship program to support new TK teachers
- j. Other [describe, open response]
- k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC
- 3. achers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit
  - c. Provide information on scholarship and grant opportunities



- d. Apply for workforce development funding and grant opportunities
- e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
- f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
- g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
- h. Offer unit-bearing coursework at a local district site during times that work for teachers
- i. Other [describe, open response]
- j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
- 4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
  - a. Ages & Stages Questionnaire (ASQ)
  - b. BRIGANCE Early Childhood Screen
  - c. Desired Results Developmental Profile (DRDP)



- d. Developmental Reading Assessment (DRA)
- e. LEA-based, grade level benchmarks and a report card
- f. Teaching Strategies GOLD (TS GOLD)
- g. Work Sampling System (WSS)
- h. Other [describe, open response]
  - i. DIBELS
- i. The LEA does not plan to offer professional learning on child observational assessments
- 5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
  - a. Effective adult-child interactions
  - b. Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)
  - c. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - e. Implicit bias and culturally- and linguistically-responsive practice



- f. ACEs and trauma- and healing-informed practice
- g. Curriculum selection and implementation
- h. Creating developmentally-informed environments
- i. Administration and use of child assessments to inform instruction
- j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
- I. Engaging culturally- and linguistically-diverse families
- m. Other [describe, open response]
  - i. Trauma-informed healing practices
- n. Site leaders and principals will not be offered professional learning on early childhood education



#### Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UTK curriculum or curricula anchored in the *California Preschool Learning Foundations* (https://www.cde.ca.gov/sp/cd/re/psfoundations.asp) and the *California Preschool Curriculum Frameworks* (https://www.cde.ca.gov/sp/cd/re/psframework.asp) to support the development of skills across the domains outlined in those documents.

1. Describe how the LEA will develop or select a curriculum for UTK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*. [open response]

Caliber Public Schools will select a curriculum for UTK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks* by using these tools as the foundation for criteria to vet a subset of selected curricula that align with our mission, vision, and guiding principles for UTK. In this process, we will leverage a RAPID decision-making framework to ensure the curriculum that we select is aligned to our holistic visions for English Language Arts and Mathematics instruction across campuses and includes best practices as proven by data in other locales such as New York and Washington DC.

2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UTK teachers, and a process for ensuring curriculum fidelity. [open response]



Caliber Public Schools recently leveraged a collaborative process to adopt a research-based, high-quality English Language Arts curriculum across campuses. We will engage in a similar process that will include: (1) exploring a subset of comprehensive curricula (e.g. Sesame Street, Tools of the Mind, etc.) against our mission, vision, guiding principles, and a developmentally appropriate culturally and linguistically responsive practices (CLRP) curriculum scorecard; (2) forming a UTK Curriculum Implementation Committee that includes both TK and Kindergarten educators; (3) leveraging surveys for additional teacher input and feedback; and (4) utilizing a RAPID decision-making structure to select a curriculum. Our timeline will include: (1) piloting curricula during the 22-23 school year; (2) making a decision and adopting a curriculum in the Spring of 2023 (using the RAPID framework, student outcomes, and staff input); (3) engaging in professional development in the Summer of 2023; and (4) implementing the adopted curriculum in the 23-24 school year.

3. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UTK students?

To ensure a positive learning environment for our diverse population of UTK students, Caliber Public Schools will offer strategic support in the form of: summer professional development, regular instructional coaching, regular observation and feedback cycles, Toolbox Social-Emotional Learning (SEL) curriculum, early childhood and developmentally appropriate professional development, cross-campus Professional Learning Communities (PLCs), the Caliber Teaching Excellence Rubric, and developmentally appropriate observation tools (e.g. CLASS).

4. Describe how classroom practices for UTK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.

We believe it is critical that our UTK students feel embedded into the larger climate and culture of the school. To do so, we will leverage integrated practices aligned to the Caliber student experience including (but not limited to): daily routines, daily circle, SEL curricula, and restorative practices. We will ensure our practices are inclusive of building classroom culture and connection alongside academic preparation via foundational skills (e.g. phonics, handwriting, number sense, read alouds, etc.). Supporting our



UTK staff will be an important piece of creating school cohesion that includes UTK. As such, TK teachers and support staff will engage in regular cycles of inquiry and will participate in professional development and PLCs with Kindergarten staff, but will have separate grade-level meetings to discuss the different developmentally-appropriate academic demands and emphasis on exposure for TK in particular.

5. What instructional practices does the LEA plan to implement to support children with disabilities in UTK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]

Caliber's UTK curriculum will continue to be highly engaging, inclusive, and supportive of all learners, including students with diverse disabilities. We recognize that all students, whether or not they have a qualifying disabling condition or not, develop on unique timelines and require differentiated instruction and supports to reach their full potential and demonstrate exceptional achievement. Some of these elements and strategies for engagement will include hands-on learning, play-based instructional opportunities, an ongoing commitment to social-emotional learning for all, effective collaboration between stakeholders, and Universal Design for Learning. Our teachers will utilize multiple means of engagement, representation, and expression to engage all learners in activities and instruction that leverages students' strengths and abilities. Additionally, specialized services will also be provided in the Least Restrictive Environment for our students, meaning students have as much exposure as possible to access peer models and grade level curriculum.

6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response]

Caliber Public Schools is dedicated to serving our multilingual learners. To support the language and overall development of our students, we will ensure integrated English Language Development (ELD) occurs across all grade levels (including TK) and content areas, by embedding the CA ELD Standards within core content lessons. Our students will have the opportunity to engage in significant oral language development, focus on vocabulary, and engage with GLAD certified staff using SDAIE strategies. In



addition, at least one data meeting per month will focus on multilingual learners as a critical subgroup to identify strengths and challenges in existing instructional practices. Finally, the campuses will ensure that staff receive the support and development needed to implement these critical practices by offering ELD professional development at least 4 times per year.

7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response]

Dual language learners will be assessed for English language acquisition via the English Language Proficiency Assessments for California (ELPAC) in addition to several norm and criterion-referenced assessments. For applicable grades, assessments may include foundational skills assessments (e.g. DIBELS), curriculum-based assessments across content areas, standardized assessments, and developmentally appropriate assessments (e.g. DRDP forms).

- 1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
  - a. Dual language program with a language allotment<sup>1</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]

Teaching & Learning

<sup>&</sup>lt;sup>1</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).



- d. Dual language program with a language allotment of 70/30 [open response for language offered]
- e. English-only instruction with home-language support
- f. None
- g. Other [describe, open response]
- 2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
  - a. Dual language program with a language allotment<sup>2</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]
  - d. Dual language program with a language allotment of 70/30 [open response for language offered
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]

<sup>2</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

Teaching & Learning



- 3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
  - a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
  - b. Implement the CSEFEL Pyramid Model in the classroom
  - c. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
  - d. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
  - e. Use developmental observations to identify children's emerging skills and support their development through daily interactions
  - f. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
  - g. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
  - h. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning



- 4. What instructional practices does the LEA plan to implement to support children with disabilities in UTK programming? [select all that apply]
  - a. Implement Universal Design for Learning
  - b. Provide adaptations to instructional materials
  - c. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
  - d. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
  - e. Provide additional staff to support participation in instruction
  - f. Other [open response]
- 5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
  - a. ASQ
  - b. BRIGANCE Early Childhood Screen
  - c. DRDP
  - d. DRA
  - e. LEA-based grade level benchmarks and a report card



- f. TS GOLD
- g. WSS
- h. Other [describe, open response]
  - i. DIBELS
- i. The LEA does not plan to use a common TK assessment
- j. Unsure



#### Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UTK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California's mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

#### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA's Facilities Master Plan. The objectives of this section are to identify the availability of space for UTK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]

Caliber Public Schools currently serves Transitional Kindergarten students and has implemented safety and commingling measures such as age appropriate play areas and structures, building design with TK and Kinder pod of classrooms, separate arrival and dismissal area for TK and kinder students, Caliber will add more TK-1 behavior management focused training for staff.

Describe how the LEA plans to address transportation issues resulting from UTK implementation. [open response]

Currently Caliber has come across no transportation challenges while offering TK currently, but is committed to working to support families in finding transportation options when needed.

What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]



Caliber currently partners with a 3rd party vendor, Revolution Foods to provide free breakfast, Lunch, and snack to all students who attend as well as snack and supper to those who attend after school. Caliber will continue to revisit its bell schedule to ensure all students receive adequate time to eat meals during the school day. Caliber will also train its meal staff to comply with State compliance regulations when surviving meals.



- 1. To support an overall increase in UTK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]
- 2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
  - a. Yes-For the 22-23 and 23-24 school years we currently have enough space for the projected two TK classes. As we assess the possibility of adding 2 more classes in the 24-25 school year we will decide if portables will need to be added to increase the space capacity of our schools.
  - b. No
    - i. If no, how many more classrooms does the LEA need? [identify number, open response]
    - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
- 3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
  - a. Yes- currently our spaces do meet the California kindergarten standards as we already serve Kinder and TK students.
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at
      - https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding) [describe, open response]
- 4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to provide equipment or



#### accommodations? [describe, open response]

- 5. Does the LEA's Facilities Master Plan adequately address the need for UTK programming? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]
- 6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]
  - a. Turfed area
  - b. Paved area
  - c. Apparatus area
  - d. Land required for buildings and grounds
  - e. Total square feet required( Possibly if increase in TK classes grows from 2 classes to 4)
  - f. None of the above
- 7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]
  - a. Transportation to and from the TK program
  - b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
  - c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
  - d. No transportation will be provided-As of now we do not plan to offer TK transportation as this is not a part of our current TK model.
- 8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?
  - As of now there are no plans to transport students to other sites as our schools offer full day programs and after school options





## **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C3.2 Universal Transitional Kindergarten (UTK) Plans ChangeMakers Academy



## Caliber UTK Program Plan (22-23)

What is our vision for TK programming at Caliber?

At Caliber Public Schools we believe that Transitional Kindergarten is the first touchpoint in a student's academic journey. Grounded in our values of Heart, Smart, Think, and Act, we foster the development of the whole child. Where students are provided a robust and engaging first experience at school that cultivates a desire for lifelong curiosity and advocacy. Through experiential learning and culturally responsive anti-racist instruction, children build the foundational academic and social-emtional skills necessary for success both in and outside of the classroom.

What is our theory of action?

Experiential Learning + Foundational Skills + Social-Emotional Competence + Culturally Responsive Anti-racist Instruction →

A Strong Academic and Social-Emotional Foundation for Successful Lifelong Learning



### What are our guiding principles for TK at Caliber?

#### **Experiential Learning**

We believe that learning begins with purposeful play. Our TK program emphasizes hands-on, meaningful play to promote curiosity in our youngest learners so that they can make connections to themselves, their learning, their peers, their communities, and the real world at large.

#### **A Strong Foundation**

We believe that TK is critical for developing skilled and confident students. Our balanced approach to curriculum is both developmentally appropriate and standards-based. Through explicit and systematic instruction, students build a strong foundation of basic print concepts, phonemic and phonological awareness, decoding skills, numeric understanding, number sense, and motor skills critical to becoming lifelong learners.

#### **Culturally Responsive & Anti-racist**

We believe in approaching all instruction from a culturally responsive, anti-racist lens. Students deserve to spend the majority of their academic time engaging with meaningful content that affirms all aspects of their identities, validates their lived experiences, and reflects the lived experiences of the diverse world we live in today. We believe that our youngest learners can and should engage in critical thought related to socio-political challenges in our society, and have a voice in exploring how to have an impact on the world.

### **Social-Emotional Development**

We believe that social-emotional learning is the heart of cultivating meaningful peer to peer interactions. In learning environments that are safe, supportive, joyful, nurturing spaces, students learn to engage in self-regulation that allows them to identify their



feelings, manage their emotions, and problem-solve alongside their peers; building robust connections to learning, to school, to their classmates, and to their communities.

#### Overview

Using the vision and guiding principles above to complete the step process below to draft a plan for Pre-Kindergarten (PK) at Caliber for the 22-23 academic year.

### **CALIBER CHANGEMAKERS ACADEMY**

### **Table: Projected Student Enrollment**

What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)

Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26. Complete the following tables.



Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive)4	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	25	16	30	30	30	30
CSPP (if	0	0	0	0	0	0
applicable)						

## **Table: Facilities Estimates (Cumulative)**

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	No Change	1 Existing	Two existing	Two existing	Two existing	Two existing
		classroom	Classrooms	Classrooms	Classrooms	Classrooms
CSPP	0	0	0	0	0	0
Classrooms						
Head Start or	0	0	0	0	0	0
Other Early						
Learning and						
Care Classrooms						

# **Table: Staffing Estimates (Cumulative)**

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	1	1	2	2	2	2



Type of Staff	2019–20	Current	2022–23	2023–24	2024-25	2025–26
TK Teacher's	1	1	1	1	1	1
Assistants						
CSPP (if	N/A	N/A	N/A	N/A	N/A	N/A
applicable)						
Other CSPP	N/A	N/A	N/A	N/A	N/A	N/A
Classroom Staff						
(if applicable)						
Early Education	N/A	N/A	N/A	N/A	N/A	N/A
District-level						
staffing (if						
applicable)						

- 1. As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.
- 2. Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

Table: Projected Number of TK Students Utilizing Extended Learning and Care



2019–20	Current	2022–23	2023–24	2024–25	2025–26
8	5	16	20	20	20

# **Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024-25	2025–26
CSPP	0	0	0	0	0	0
<b>Head Start</b>	0	0	0	0	0	0
ASES	10	10	16	20	20	20
Program/ELO-P						



#### **Focus Area A: Vision and Coherence**

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UTK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UTK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UTK programing and before school and after-school, intersession, and summer learning and care.

#### 1. What is the LEA's vision for UTK? [open response]

At Caliber Public Schools we believe that Transitional Kindergarten is the first touchpoint in a student's academic journey. Grounded in our values of Heart, Smart, Think, and Act, we foster the development of the whole child. Where students are provided a robust and engaging first experience at school that cultivates a desire for lifelong curiosity and advocacy. Through experiential learning and culturally responsive anti-racist instruction, children build the foundational academic and social-emtional skills necessary for success both in and outside of the classroom.

2. In addition to TK, what service delivery models will be integrated to offer UTK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]

We will be partnering with Bay Area Recreational Center (BACR) to support our expanded learning program. Our hope is to create an A + B model, where students get both academic support (A) and enrichment support (B) during the expanded learning program



(Summer Programming). For after school and intersession programming, BACR will provide enrichment-based programming. All of these programs will be open to students in TK, and student-teacher ratios for TK students from the school year will be maintained for summer programming.

3. Describe the planned administrative structure that will support and monitor the UTK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UTK. [open response]

Monitoring the UTK program will be done through an administrative structure that includes the Head of Schools, Senior Managing Director of Teaching and Learning, Director of Strategy, School Leaders, and TK teachers and support staff. Support may include: network-wide communities of practice, progress monitoring of the UTK program via foundational skills assessments (e.g. Dibels), progress monitoring using curriculum-based assessments (e.g. Fundations, Geodes, EngageNY, etc), progress monitoring via standardized assessments (e.g. i-Ready), classroom observations, network-wide collaboratives (e.g. ELD, MTSS, etc.), grade-level meetings, and TK professional learning communities (PLCs). TK teachers and support staff will engage in professional development and PLCs with Kindergarten staff, but will have separate grade-level meetings to discuss the different developmentally-appropriate academic demands and emphasis on exposure for TK in particular.

Facilitating connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UTK will be driven by our Head of Expanded Learning with support from our Director of Strategy. Our hope is that our partnership with Bay Area Recreation Center (BACR) and on-site staff members who opt in to support expanded learning will work in partnership to support our UTK students if they opt into expanded learning.

4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UTK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response]



Academic and educational services will be supported by the Head of Schools, Senior Managing Director of Teaching and Learning, School Leaders, Assistant Principals, Instructional Coaches, and TK Teachers and support staff. Early childhood-specific content will be supported by School Leaders, Assistance principals, Instructional Coaches, TK Teachers and support staff. Facilities will be supported by the President, Regional Director of Operations, and School Directors of Operations. Human resources will be supported by the Head of Human Resources and Administrative and Talent Coordinator. Labor (Talent) will be supported by our CEO and Head of Talent. Special Education will be supported by the Director of Special Education and Student Services, Special Educator Administrative Assistant, Program Specialists, Education Specialists, and Service Providers. English Learner programs will be supported by the Head of Schools, Senior Managing Director of Teaching and Learning, School Leaders, and ELD Coordinators. Partnerships (including Early Learning and Care and ELO-P) will be supported by the Head of Expanded Learning and the Director of Strategy. Assessment and data collection will be supported by the Head of Data and Assessment and the Head of Data, Research, and Analytics. Professional Learning will be supported by School Leaders, Assistant Principals, and Instructional Coaches. Workforce recruitment and preparation support (Talent) will be supported by our Head of Talent, School Leaders, and Assistant Principals.

# 5. Identify how UTK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]

Using our RAPID (recommend, approve, perform, input, decision) decision-making structure, UTK leadership will be integrated into the decision-making process via network-wide communities of practice (TK data dives), network-wide collaboratives (e.g. ELD, MTSS), co-observations with individual coaches, peer observations, family input, leadership team meetings (input and feedback), leadership one-on-one meetings (input and feedback), and leadership team weekly newsletters (information-sharing).

## 6. Describe how the LEA's proposed UTK model will be integrated with the district's LCAP. [open response]

Our UTK model will be integrated into our LCAP as our goals will remain true for family engagement, staff surveys, and student growth. Our LCAP goals include aspects that will be fundamental to our UTK program: Our school will demonstrate the core Social Emotional Learning (SEL) competencies, Our school will deliver academic growth and achievement for all of our students, Our students will make connections in their school experience that make them critically conscious of their world and the world beyond,



Our school will promote equity and achieve equitable outcomes for our students and staff, Our school will be financially and operationally sound, Our school will live out the values of feedback and continuous improvement, affirming and validating, collective responsibility, and empathy and kindness. We will ensure that our UTK model will be integrated into these goals in seamless ways. Examples may include family surveys that integrate UTK family feedback and measuring student growth through curriculum and assessments.

7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UTK classrooms and who will be involved in the process. [open response]

Our TK program offers an inclusive learning environment that provides equitable growth opportunities for students with disabilities through thoughtful collaboration between general and special educators, close screening and monitoring for potential early intervention needs, high-quality integrated and resource services delivered on campus, training and coaching for instructional staff, accessible and differentiated instruction and materials, continuous data collection and analysis, and programmatic oversight to identify additional staffing and resource needs. As enrollment expands in our TK program, our opportunities to provide early intervention services and supports to students with diverse disabilities, delays, and developmental differences also expand, meaning our model must continue to be highly adaptable and responsive to the students in our classrooms. This responsiveness is achieved through consistent communication and closely monitoring and anticipating needs. A higher percentage of students enrolled in TK often require speech and occupational therapy early intervention and/or IEP services than when compared to other grade levels, in particular, so this is accounted for in our ongoing Special Education planning and projections to ensure our students have services available that they deserve. Additionally, special educators and general educators closely partner with one another about students with higher-level support needs to ensure curriculum and interventions are appropriately rigorous, engaging, and inclusive for all learners through the IEP process.

8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]

We have begun to build relationships with community day care centers through learning more about how we can build relationships and connections with our schools (e.g. Kindercare, Head Start, family owned daycares, etc). We have created a list of



partnerships both in Solano and Contra Costa County. Our Head of Expanded Learning and Director of Strategy will continue to work with community partners to share best practices to create a strong culture of collaboration and support among our schools and local care partners monthly.



- 1. Which of the following model(s) of service delivery does the LEA plan to implement for UTK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
  - a. TK offered at all sites
  - b. TK offered at some sites
  - c. TK stand-alone classes
  - d. TK and kindergarten combination classes
  - e. CSPP and TK combination classes (CSPP funding and ADA funding)
  - f. Locally-funded preschool and TK combination classes
  - g. CSPP stand-alone classes
  - h. Head Start stand-alone classes
  - i. Other [describe, open response]
- 2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]
  - a. Full Day TK
  - b. Part Day TK
  - c. Both
- 3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]

The vision for UTK at Caliber Public Schools is grounded in our four guiding principles: Experiential Learning, A Strong Foundation, Culturally Responsive and Anti-racist, and Social-Emotional Development. Grounded in experiential learning, we believe that learning begins with purposeful play. Our TK program emphasizes hands-on, meaningful play to promote curiosity in our youngest learners so that they can make connections to themselves, their learning, their peers, their communities, and the real world at large. We also know that A Strong Foundation is critical for developing skilled and confident students. Our balanced approach to



curriculum is both developmentally appropriate and standards-based. Through explicit and systematic instruction, students build a strong foundation of basic print concepts, phonemic and phonological awareness, decoding skills, numeric understanding, number sense, and motor skills critical to becoming lifelong learners. We will continue to ground ensure we operate a Culturally Responsive & Anti-racist organization wherein we approach all instruction from a culturally responsive, anti-racist lens. Students deserve to spend the majority of their academic time engaging with meaningful content that affirms all aspects of their identities, validates their lived experiences, and reflects the lived experiences of the diverse world we live in today. We believe that our youngest learners can and should engage in critical thought related to socio-political challenges in our society, and have a voice in exploring how to have an impact on the world. Finally, we know that Social-Emotional Development is the heart of Caliber Public Schools. We believe that social-emotional learning is the heart of cultivating meaningful peer to peer interactions. In learning environments that are safe, supportive, joyful, nurturing spaces, students learn to engage in self-regulation that allows them to identify their feelings, manage their emotions, and problem-solve alongside their peers; building robust connections to learning, to school, to their classmates, and to their communities. With these four guiding principles, a day in the life of a Caliber TK student would include SEL Circle/Morning Meeting, two recesses, lunch with recess, nap/rest time, and a combination of whole class and small group activities lead by a lead classroom teacher with support from instructional assistants. Caliber TK students will receive at least one full 45 minute time period for free choice play where they can choose what interests them, and bring in the learning that they are doing during the more academic parts of the day to real-life experiences.

- 4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
  - a. Yes the LEA applied to expand its existing CSPP contract in 2022–23
  - b. Yes the LEA applied for a new CSPP contract in 2022-23
  - c. Yes the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
  - d. Yes the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
  - e. No the LEA has no plans to begin or expand a CSPP contract in future years
  - f. No the LEA plans to relinquish or reduce CSPP services in future years
- 5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]



- a. Three-year-old children
- b. Four-year-old children who will not be enrolled in TK in the current school year
- c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
- d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day).
- 6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
  - a. 2022–23 (Birthdays February 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - b. 2023-24 (Birthdays April 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - c. 2024–25 (Birthdays June 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe



### **Focus Area B: Community Engagement and Partnerships**

To successfully implement UTK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

1. How does the LEA's UTK Plan prioritize parental needs and choices? [open response]

The plan for UTK is informed by surveys sent to prospective and current Caliber parents about the program elements they wish to see in the TK program. The UTK plan prioritizes Caliber parents' request for a full-day program. The program prioritizes play, socialization, and social-emotional learning alongside academic skills.

2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UTK Plan? [open response]

In the development of this plan, Caliber has consulted with other early learning partners via Zoom meetings and resource sharing to learn about the balance of play, enrichment, and pre-school academic dispositions. The learning from this meeting was documented and shared with the team charged with planning the Academic program.

3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports? [open response]

The LEA will share enrollment information with other early learning providers and provide parents with information about programs outside of Caliber; however, since we are providing a full day + after school program, we anticipate most families will opt to stay with Caliber.

That said, we will share information about other early learning programs and extended care with parents throughout the school



year. We will invite local existing expanded care providers, like the Vallejo Fighting Back Partnership, Solano County First Five, and Solano Family Children's Services, to distribute information to TK families.

4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UTK opportunities)? [open response]

Caliber is part of the El Dorado County SELPA, which does not support service providers below TK, so we will rely mostly on distribution of recruiting materials and partnerships with other early learning and care providers. Recruiting materials for TK at Caliber will include information in English and Spanish describing the services we provide for students with special needs. We will distribute recruiting materials with local speech and occupational therapy service providers and ABA therapy providers to ensure that parents of children receiving those services are aware of Caliber and the fact that we also support students with special needs.

5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UTK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response]

Our core day UTK program will run from approximately 7:30am to 3:00pm. The day will include a balance of academics, play, rest and social interaction. ELO-P time will include summer programming, intersessions (Winter and Spring Breaks), and after school programming (running from approximately 3:30-6:00pm). During this extended learning time, students will engage in academic intervention, acceleration, enrichment, and SEL support that serves to extend their core day content. The Head of Expanded Learning will be planning and budgeting all ELO-P funds for schools that will cover the cost of 30 additional school days spread over the summer and intersessions.

**CMA Schedule** 



- 1. Identify which of the following opportunities the LEA implemented to obtain public input on the UTK Plan. [Select all that apply]
  - a. Parent Teacher Association Meetings
  - b. Family or parent surveys
  - c. English Learner Advisory Committee (ELAC)
  - d. District English Learner Advisory Committee (DELAC)
  - e. Special Education Local Plan Area (SELPA)
  - f. School Site Council
  - g. District Advisory Committee
  - h. LCAP educational partners input sessions
  - i. Tribal Community input session
  - j. Co-hosting events with community-based organizations (CBOs)
  - k. Hosting meet and greets with the early learning and care community
  - I. LPC Meetings
  - m. Local Quality Counts California (QCC) consortia meetings
  - n. First 5 County Commission meetings
  - o. Community Advisory Committee (CAC)
  - p. Head Start Policy Council meetings
  - q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC],
     Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
  - r. Other: We held a family information and input evening event on Zoom, where parents of future TK students shared about the program elements they most wanted to see in the program.
- 1. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care.



## [select all that apply]

- a. Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
- b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
- c. CSPP (on an LEA site)
- d. CSPP (at a CBO site)
- e. LEA- or locally-funded preschool
- f. Head Start
- g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
- h. Other CBO preschool
- i. State subsidized child care (not including CSPP)
- j. Other [describe, open response]



#### Focus Area C: Workforce Recruitment and Professional Learning

1. How does the LEA plan to recruit the educators needed to implement its UTK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response]

We will recruit internally from teachers who have experience teaching in early childhood, as well as teacher residents and student teachers looking for a full time role in TK beginning in 22-23. We have participated in Education-centered career fairs through Contra Costa County Office of Education, UC Berkeley, St. Mary's, Stanford, UC Riverside, and CSU East Bay. Caliber also supports teachers in obtaining the required training and credentials for teaching by offering a professional learning stipend to each teacher, which may be used to contribute toward credentialing costs.

2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

Caliber will look to partner with other early learning and care providers to learn about instruction in areas that are specific to young learners. These areas include fine motor skills, self- regulation, occupational acquisition, writing continuum, and stages of development. We are interested in the offerings from Head Start and Early Edge California, and will collaborate with other Caliber LEAs to provide common professional development in TK and K.

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P–3 continuum? Plans might include the following: [open response]

We believe that professional learning will be a critical component to a successful P-3 continuum. We intend to provide professional learning to all teachers, lead teachers, instructional aides, administrators, and coaches supporting TK through third graders at Caliber. Caliber currently provides all staff professional learning around topics that include: Implicit bias and culturally- and linguistically-responsive practices, support for multilingual learners, serving children with IEPs in inclusive settings, and engaging



culturally- and linguistically-diverse families. Specific professional learning for P-3 continuum educators may include: effective adult-child interactions, children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks), adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice (e.g. Conscious Discipline), curriculum selection and implementation, creating developmentally-informed environments, and the administration and use of child assessments to inform instruction. Delivery of professional learning may include: coaching and mentoring, classroom observations and demonstration lessons with colleagues, workshops with external professional development providers (e.g. Conscious Discipline, etc.), and internally-delivered professional learning workshops and training.

4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

Collaboration across the P-3 continuum of educators will be crucial to student success. We will facilitate the development of this team by: (1) providing collaborative time and space for TK staff to work with Kindergarten staff; (2) identifying student benchmarks in the P-3 continuum so that TK teachers can prepare students appropriately; (3) holding weekly grade level team and planning meetings; (4) holding regular professional learning communities (PLCs); (5) fostering collaboration between TK and Kindergarten staff to support student acceleration (as needed); and (6) creating time and space for staff to support student transitions across grade levels (e.g. collaboratively creating class lists, Tk students meeting Kindergarten teachers before transitioning, field trips to Kindergarten, etc.).

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]



- a. Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
- Apply for a California Classified School Employee Teacher Credentialing Program grant
   (https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
- c. Apply for a California Teacher Residency Grant Program

  (<a href="https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program">https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program</a>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
- d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
- e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
- f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
- g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
- h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
- i. Apply for workforce development funding and competitive grant opportunities from the CDE



- j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
- k. Provide advising on credential requirements and options for how to meet these requirements
- I. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
- m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
- n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
- o. Other [describe, open response]
- p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators
- 2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
  - c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities



- e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
- f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
- g. Provide advising on requirements and how to meet the requirements
- h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
- i. Develop or work with an established mentorship program to support new TK teachers
- j. Other [describe, open response]
- k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC
- 3. achers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit
  - c. Provide information on scholarship and grant opportunities



- d. Apply for workforce development funding and grant opportunities
- e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
- f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
- g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
- h. Offer unit-bearing coursework at a local district site during times that work for teachers
- i. Other [describe, open response]
- j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
- 4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
  - a. Ages & Stages Questionnaire (ASQ)
  - b. BRIGANCE Early Childhood Screen
  - c. Desired Results Developmental Profile (DRDP)



- d. Developmental Reading Assessment (DRA)
- e. LEA-based, grade level benchmarks and a report card
- f. Teaching Strategies GOLD (TS GOLD)
- g. Work Sampling System (WSS)
- h. Other [describe, open response]
  - i. DIBELS
- i. The LEA does not plan to offer professional learning on child observational assessments
- 5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
  - a. Effective adult-child interactions
  - b. Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)
  - c. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - e. Implicit bias and culturally- and linguistically-responsive practice



- f. ACEs and trauma- and healing-informed practice
- g. Curriculum selection and implementation
- h. Creating developmentally-informed environments
- i. Administration and use of child assessments to inform instruction
- j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
- I. Engaging culturally- and linguistically-diverse families
- m. Other [describe, open response]
  - i. Trauma-informed healing practices
- n. Site leaders and principals will not be offered professional learning on early childhood education



#### Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UTK curriculum or curricula anchored in the *California Preschool Learning Foundations* (https://www.cde.ca.gov/sp/cd/re/psfoundations.asp) and the *California Preschool Curriculum Frameworks* (https://www.cde.ca.gov/sp/cd/re/psframework.asp) to support the development of skills across the domains outlined in those documents.

1. Describe how the LEA will develop or select a curriculum for UTK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*. [open response]

Caliber Public Schools will select a curriculum for UTK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks* by using these tools as the foundation for criteria to vet a subset of selected curricula that align with our mission, vision, and guiding principles for UTK. In this process, we will leverage a RAPID decision-making framework to ensure the curriculum that we select is aligned to our holistic visions for English Language Arts and Mathematics instruction across campuses and includes best practices as proven by data in other locales such as New York and Washington DC.

2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UTK teachers, and a process for ensuring curriculum fidelity. [open response]



Caliber Public Schools recently leveraged a collaborative process to adopt a research-based, high-quality English Language Arts curriculum across campuses. We will engage in a similar process that will include: (1) exploring a subset of comprehensive curricula (e.g. Sesame Street, Tools of the Mind, etc.) against our mission, vision, guiding principles, and a developmentally appropriate culturally and linguistically responsive practices (CLRP) curriculum scorecard; (2) forming a UTK Curriculum Implementation Committee that includes both TK and Kindergarten educators; (3) leveraging surveys for additional teacher input and feedback; and (4) utilizing a RAPID decision-making structure to select a curriculum. Our timeline will include: (1) piloting curricula during the 22-23 school year; (2) making a decision and adopting a curriculum in the Spring of 2023 (using the RAPID framework, student outcomes, and staff input); (3) engaging in professional development in the Summer of 2023; and (4) implementing the adopted curriculum in the 23-24 school year.

3. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UTK students?

To ensure a positive learning environment for our diverse population of UTK students, Caliber Public Schools will offer strategic support in the form of: summer professional development, regular instructional coaching, regular observation and feedback cycles, Toolbox Social-Emotional Learning (SEL) curriculum, early childhood and developmentally appropriate professional development, cross-campus Professional Learning Communities (PLCs), the Caliber Teaching Excellence Rubric, and developmentally appropriate observation tools (e.g. CLASS).

4. Describe how classroom practices for UTK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.

We believe it is critical that our UTK students feel embedded into the larger climate and culture of the school. To do so, we will leverage integrated practices aligned to the Caliber student experience including (but not limited to): daily routines, daily circle, SEL curricula, and restorative practices. We will ensure our practices are inclusive of building classroom culture and connection alongside academic preparation via foundational skills (e.g. phonics, handwriting, number sense, read alouds, etc.). Supporting our



UTK staff will be an important piece of creating school cohesion that includes UTK. As such, TK teachers and support staff will engage in regular cycles of inquiry and will participate in professional development and PLCs with Kindergarten staff, but will have separate grade-level meetings to discuss the different developmentally-appropriate academic demands and emphasis on exposure for TK in particular.

5. What instructional practices does the LEA plan to implement to support children with disabilities in UTK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]

Caliber's UTK curriculum will continue to be highly engaging, inclusive, and supportive of all learners, including students with diverse disabilities. We recognize that all students, whether or not they have a qualifying disabling condition or not, develop on unique timelines and require differentiated instruction and supports to reach their full potential and demonstrate exceptional achievement. Some of these elements and strategies for engagement will include hands-on learning, play-based instructional opportunities, an ongoing commitment to social-emotional learning for all, effective collaboration between stakeholders, and Universal Design for Learning. Our teachers will utilize multiple means of engagement, representation, and expression to engage all learners in activities and instruction that leverages students' strengths and abilities. Additionally, specialized services will also be provided in the Least Restrictive Environment for our students, meaning students have as much exposure as possible to access peer models and grade level curriculum.

6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response]

Caliber Public Schools is dedicated to serving our multilingual learners. To support the language and overall development of our students, we will ensure integrated English Language Development (ELD) occurs across all grade levels (including TK) and content areas, by embedding the CA ELD Standards within core content lessons. Our students will have the opportunity to engage in significant oral language development, focus on vocabulary, and engage with GLAD certified staff using SDAIE strategies. In



addition, at least one data meeting per month will focus on multilingual learners as a critical subgroup to identify strengths and challenges in existing instructional practices. Finally, the campuses will ensure that staff receive the support and development needed to implement these critical practices by offering ELD professional development at least 4 times per year.

7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response]

Dual language learners will be assessed for English language acquisition via the English Language Proficiency Assessments for California (ELPAC) in addition to several norm and criterion-referenced assessments. For applicable grades, assessments may include foundational skills assessments (e.g. DIBELS), curriculum-based assessments across content areas, standardized assessments, and developmentally appropriate assessments (e.g. DRDP forms).

- 1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
  - a. Dual language program with a language allotment<sup>1</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]

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<sup>&</sup>lt;sup>1</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).



- d. Dual language program with a language allotment of 70/30 [open response for language offered]
- e. English-only instruction with home-language support
- f. None
- g. Other [describe, open response]
- 2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
  - a. Dual language program with a language allotment<sup>2</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]
  - d. Dual language program with a language allotment of 70/30 [open response for language offered
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]

<sup>2</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

Teaching & Learning



- 3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
  - a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
  - b. Implement the CSEFEL Pyramid Model in the classroom
  - c. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
  - d. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
  - e. Use developmental observations to identify children's emerging skills and support their development through daily interactions
  - f. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
  - g. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
  - h. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning



- 4. What instructional practices does the LEA plan to implement to support children with disabilities in UTK programming? [select all that apply]
  - a. Implement Universal Design for Learning
  - b. Provide adaptations to instructional materials
  - c. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
  - d. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
  - e. Provide additional staff to support participation in instruction
  - f. Other [open response]
- 5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
  - a. ASQ
  - b. BRIGANCE Early Childhood Screen
  - c. DRDP
  - d. DRA
  - e. LEA-based grade level benchmarks and a report card



- f. TS GOLD
- g. WSS
- h. Other [describe, open response]
  - i. DIBELS
- i. The LEA does not plan to use a common TK assessment
- j. Unsure



#### Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UTK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California's mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

#### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA's Facilities Master Plan. The objectives of this section are to identify the availability of space for UTK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]

Caliber Public Schools currently serves Transitional Kindergarten students and has implemented safety and commingling measures such as age appropriate play areas and structures, building design with TK and Kinder pod of classrooms, separate arrival and dismissal area for TK and kinder students, Caliber will add more TK-1 behavior management focused training for staff.

Describe how the LEA plans to address transportation issues resulting from UTK implementation. [open response]

Currently Caliber has come across no transportation challenges while offering TK currently, but is committed to working to support families in finding transportation options when needed.

What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]



Caliber currently partners with a 3rd party vendor, Revolution Foods to provide free breakfast, Lunch, and snack to all students who attend as well as snack and supper to those who attend after school. Caliber will continue to revisit its bell schedule to ensure all students receive adequate time to eat meals during the school day. Caliber will also train its meal staff to comply with State compliance regulations when surviving meals.



- 1. To support an overall increase in UTK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]
- 2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
  - a. Yes-For the 22-23 and 23-24 school years we currently have enough space for the projected two TK classes. As we assess the possibility of adding 2 more classes in the 24-25 school year we will decide if portables will need to be added to increase the space capacity of our schools.
  - b. No
    - i. If no, how many more classrooms does the LEA need? [identify number, open response]
    - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
- 3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
  - a. Yes- currently our spaces do meet the California kindergarten standards as we already serve Kinder and TK students.
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at
      - https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding) [describe, open response]
- 4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to provide equipment or



#### accommodations? [describe, open response]

- 5. Does the LEA's Facilities Master Plan adequately address the need for UTK programming? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]
- 6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]
  - a. Turfed area
  - b. Paved area
  - c. Apparatus area
  - d. Land required for buildings and grounds
  - e. Total square feet required (Possibly if increase in TK classes grows from 2 classes to 4)
  - f. None of the above
- 7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]
  - a. Transportation to and from the TK program
  - b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
  - c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
  - d. No transportation will be provided-As of now we do not plan to offer TK transportation as this is not a part of our current TK model.
- 8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?
  - As of now there are no plans to transport students to other sites as our schools offer full day programs and after school options



#### SECTION 2 : ADVANCE DISCUSSION MATERIALS

C4 Expanded Learning Opportunities Program (ELO-P) Plans





## Expanded Learning Opportunities (ELO) Grant Programs

- In 2021, originally intended to address learning gaps and re-engage students and families in the return from distance learning
- ELO-P funding in 2022 is an unprecedented "double down" on the commitment to support students and families outside traditional school hours (after school, summer, and intersession)
- At Caliber, we predict that we will serve around ~350 students across both campuses this summer



### Expanded Learning Opportunities Plan (ELO-P)





30 additional days of enrichment programming (including summer and intersession)

Continued collaboration with Bay Area Community Resources (BACR)

Activities supplementing and enriching the school day



# Expanded Learning Opportunities Programs (ELO -P)

Staff recommends the Board approve the ChangeMakers Academy and Beta Academy ELO-P plans.





-Staff recommends the Board approve the ChangeMakers Academy and Beta Academy ELO-P plans.

Roll call of votes

Reminder:
Please state your
name before you
motion.



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C4.1 Beta Academy Expanded Learning Opportunities Program Plan (ELO-P)



#### **Expanded Learning Plan (22-23)**

Local Educational Agency (LEA) Name: Caliber: Beta Academy

Contact Name: Christina Jarvis

Contact Email: christina@caliberschools.org

Contact Phone: (510) 424-4377

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P).

#### Caliber Beta Academy

1—Safe and Supportive Environment Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Caliber: Beta Academy's Expanded Learning program will take place on the Caliber: Beta Academy campus. Because Caliber: Beta Academy is moving to a new location for the 2022-23 school year, the first year of the summer program will take place at 4301 Berk Ave. campus. Beginning in August 2022, after school programming will take place at the school campus. The continuity of space will allow for emotional and physical safety for our students. The campus is secured during program days in the same way it is during the regular school day. When Expanded Learning programming involves field trips or off-site learning, the location of programming may change to museums, work spaces, parks, colleges and/or universities.

Caliber: Beta Academy will follow all safety protocols covering student safety when off-campus. Program staff will be easy to identify and wear program identification at all times, along with rosters and contact information for each student.



Safety procedures are developed by the Caliber: Beta Academy team for the campus and are communicated with Summer School principals, Summer School Directors of Operations, and BACR site directors to ensure compliance with all safety procedures

Students are signed in at the beginning of the program and elementary age students are signed out to a parent or guardian or an approved person over the age of 18. Policies and procedures regarding students in upper grades walking home from campus will be set in alignment with that of the school.

The program seeks to create a safe and nurturing environment that supports the developmental, social-emotional, educational and physical needs of all participants. A positive, nurturing program climate is an essential aspect of the Expanded Learning Program. Sites implement and align with culture and climate initiatives adopted by the school day. Programs implement restorative practices using the structures and practices and strategies used during the school day. Community building activities, restorative conversations, and incentives for reaching behavior expectations are some of the strategies used. The program intentionally hires, trains and has high expectations that staff build and maintain positive and nurturing relationships with participants. Participants and staff are treated with respect and acknowledgement that they all are part of the program community.

2—Active and Engaged Learning Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Input from parents, school leaders, and students drove the selection of programming foci for Expanded Learning. The program will incorporate elements of academic intervention and acceleration in ELA and STEM along with enrichment. Enrichment programming will be outsourced to Bay Area Community Resources (BACR). The summer program will have an A + B model, where the mornings will generally be geared toward academic intervention and support, while the afternoons will include enrichment programming. After school and intersession programming will be primarily geared toward enrichment.

Curriculum for academic intervention and acceleration will be selected based on the needs for supplemental curricula as determined by the school site team. Beginning in the 2022-23 school year, student achievement and growth data from the iReady



suite of assessment will be used to determine student academic needs.

Enrichment-focused Expanded Learning Program staff design and chose programming that is hands-on, active, and engaging for participants. Staff use feedback from participants to determine which activities meet the participants' needs and interests, as well as promote critical thinking, collaboration with fellow participants, and engagement with their communities. Staff ensure that programming builds participants' skills over time and has concrete goals for mastery of 21st century skills. The activities and projects selected by the staff, with participant input, provide authentic, in-context learning.

3—Skill Building Describe how the program will provide opportunities for students to experience skill building.

Staff oversee many types of activities that enhance student learning. Arts and crafts, STEM, play, and other activities incorporate a sequence of skills that build over time.

Additionally, the ELO-P program supports students to develop social-emotional skills for school and life. Social-Emotional skills include the ability to:

- Set and achieve positive goals;
- Feel and show empathy for others;
- Establish and maintain positive relationships;
- Make responsible decisions; and
- Understand and manage emotions.

Homework support during the school year and community circle are a few ways that students will have an explicit opportunity to practice these skills, but these are infused throughout all programming. All of these skills are necessary—both for educators and students—to function well in the classroom, in the community, and in college and careers.

4—Youth Voice and Leadership Describe how the program will provide opportunities for students to engage in youth voice and leadership.



At the end of programming in the summer, and at the mid-year points and end of year points in the after school program, we will administer a student survey. These results will be reviewed by members of the program management team to inform program choices moving forward.

The ELO-P program will provide program participants with ongoing opportunities and space to share their viewpoints, concerns and interests through leadership clubs, peer mentoring, community meetings, and community agreements. In the after school program, upper grade students (5-8th grade) will have the opportunity to participate in Leadership in Training club, where students will have the opportunity to inform policies and procedures, as well as generate ideas for future events and activities.

Throughout programming, students will be able to learn about community service opportunities and participate in them.

5—Healthy Choices and Behaviors Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Because Social-Emotional Learning plays such an important role in our program at Caliber, it naturally translates to our summer, intersession, and after-school programs. In the summer program, every day begins with a circle, which includes daily mindfulness activity and sharing. Program participants engage in daily self- reflections to support the development of self-awareness. Behavior supports, protocols, and best practices from the regular school day translate to the ELO program through regular consultation with the school site SEL team.

Program also includes physical activity to promote health. Daily activities involving movement include sports, ice breakers, team building activities, and other exercises that allow students to warm up, work out and cool down.

Students in ELO programming receive a daily nutritious snack in the after school program. During Summer and Intersession programming, students receive breakfast, lunch, and a snack. Food is provided by the school site's meal vendor, RevFoods. All meals are served in compliance with the Child and Adult Care Food Program regulations.

6—Diversity, Access, and Equity Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity



for students with disabilities.

ELO-P programming is open to all members of the school community. Promotional materials are sent out to parents and families in English and Spanish, and registration forms for summer program, after school, and intersession in English and Spanish.

ELO-P program is inclusive, and student support staff is regularly consulted in planning for students in ELO-P. For example, rosters for summer program registration are reviewed by the Head of Expanded Learning, Caliber Public Schools Managing Director of Student Services and SEL, and the site-based Program Specialist to identify students with IEPs or additional academic or behavioral supports. These students are provided with the needed support in the program via staffing or training.

In order to reach the most students possible through ELO-P programming, promotion for intersession days will be targeted to families who have not yet participated in the summer or after school programs. This will support our goal of reaching a diverse group of students and families for participation.

Programming encourages activities to promote cross-curricular connections through the expiration of cultural topics. For example, multicultural art, African dance, and Capoeira have been planned. In these activities, students explore the histories and origins of these activities in addition to practicing them.

7—Quality Staff Describe how the program will provide opportunities for students to engage with quality staff.

Staffing in ELO-P program draws primarily from the Caliber Public School staff, who, upon hiring, have undergone a process of ensuring that their qualifications meet the need for their position. Teachers, SEL staff, and instructional aides work at ELO-P summer program and on som intersession days. All staff who directly serve pupils meet the minimum requirements of an instructional aide.

Caliber Public Schools' community partner, Bay Area Community Resources (BACR), also holds these requirements for staffing.

Both Caliber and BACR are highly invested in a recruiting, outreach, hiring, and onboarding process to recruit diverse and qualified staff for ELO programming. All Caliber staff who meet the IA requirement are invited to consider working in ELO programs, and are supported to teach in



the subject area or interest they currently teach or work in. This happens primarily through the School Leaders and staff-wide communication. BACR recruits for staff within the school community by attending recruiting fairs, posting on social media networks, and maintains a referral incentive program.

Caliber site-based managers, including the Summer School principal, are usually the regular school year Principal or a high-level site-based administrator like an Assistant Principal.

BACR Program coordinators have the following qualifications: Leadership capacity and ability to inspire others; familiarity with Youth Development theory and practice; ability to develop strong relationships and work closely with diverse individuals and organizations; effective time management, coordination, communication, and problem-solving skills; positive work ethic; ability to train and support co-workers and volunteers; and knowledge of a variety of games, sports, arts, and other child-related activities.

Program Instructors, who lead programming for BACR, must have a knowledge base of core elementary/ middle school subjects; experience working with children of various demographics and diverse backgrounds; strong communication and written skills; facilitation skills; and classroom behavior management. They must be able to clearly explain instructions; communicate in a professional manner with parents and school staff; and be comfortable teaching a lesson and being an authority figure.

Staff from Caliber and BACR are supported through professional development hosted by their respective organizations. BACR staff are trained in an initial week-long Summer Institute, on a monthly basis and in a series of quarterly training and cohort opportunities. At the BACR Summer Institute, Program Coordinators receive extensive training focused on ghd BACR Coaching Model, Strength-Based Institute, Train the Trainers, Missions/Values, Youth Development, Supervision, Various Student Behavior and Need Scenarios, and Policies and Procedures.

Program Instructors also participate in a Summer Institute and receive monthly site-level trainings and are offered numerous quarterly training opportunities. Topics include Relationship Building, Youth Program Quality Assessment, Lesson Planning, PBIS, Social Emotional Learning, Facilitative leadership; Program Policies; Program quality; Crisis Management; and Homework Assistance; learning styles/strategies; behavior management; working with English Learners; cultural competency, working with people with disabilities and diverse needs; school site safety and emergency procedures.

Caliber staff receive professional development in line with their role, usually in the form of a pre-program training, where they learn policies and procedures, curriculum, and best practices. This training is on top of regular Caliber Public Schools professional development, which covers standards-based curriculum and instruction, social-emotional learning, and working with students with special needs and English learners.



8—Clear Vision, Mission, and Purpose Describe the program's clear vision, mission, and purpose.

The Expanded Learning Program at Caliber vision: Be the safe, fun, enriching activity of choice among all Caliber families.

The mission of the program is to enhance the Caliber mission by providing meaningful activities for students across the four pillars.

Caliber: Beta Academy's mission is to achieve educational equity by shifting the experiences, expectations and outcomes for students in historically underserved communities. Our strengths-based educational program validates, affirms, respects and supports students, families and staff members to reach their full potential.

The Expanded learning program can continue to contribute to our students living out our core pillars of heart, smart, think, and act.

Heart: Our expanded learning program will support our students in learning various social emotional competencies from the CASEL framework to continue to develop skills in Self Awareness, Social Awareness, Self Management, Responsible Decision Making, and Relationship Skills.

Smart: Our expanded learning program will support our students in continued growth in their learning in core subjects, especially inclusive of ELA and Math.

Think: Our expanded learning program will support our students in being able to think critically about topics that are self guided through inquiry and hands on experiences.

Act: Our expanded learning program will support our students in thinking about Social Justice in action through community service projects.

9—Collaborative Partnerships Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.



Caliber continues to partner with Bay Area Community Resources (BACR), a non-profit enrichment program provider with extensive experience providing safe and supportive programs at Caliber. BACR will plan, design, and implement all enrichment programming for summer, intersession, and after-school programs at Caliber. Caliber will also explore partnerships with local community organizations to support community service.

#### 10—Continuous Quality Improvement Describe the program's Continuous Quality Improvement plan.

An on-going process of evaluation and improvement of all programs will take place among the Caliber team and collaboratively with Caliber and BACR. Survey results will be used to plan, develop, and implement program improvements. The Quality Standards for Expanded Learning Programs inform all evaluation and planning efforts. Walkthroughs at the campus will take place on a quarterly basis, with debriefing and program planning taking place with Caliber and BACR leadership.

Program plans and updates will be shared with Caliber and BACR staff after each quarter for implementation.

#### 11—Program Management Describe the plan for program management.

The Expanded Learning program has several staff employed by Caliber and BACR.

Head of Expanded Learning: The Head of Expanded Learning plans and implements the Expanded Learning program at all Caliber schools. The Head of Expanded Learning manages contract negotiation with BACR and other sub contractors, hires program staff, and leads all program evaluation activities.

Staff hired by the Head of Expanded Learning include the Summer School Principal and Summer School Ops Lead, who drive the execution of the summer program, including schedule development.

BACR manages the program at the school sites according to the same quality standards, staffing ratios, and program vision.



#### **General Questions**

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

Planning for the Expanded Learning and ASES programs is holistic. We have solicited stakeholder input in a unified way, where we asked parents, students, Caliber staff, and BACR staff for input on the program design across the summer, intersession, and after school programs. In the budgeting process, we ensure that the funds for each program are allocated to the appropriate part of the program (ASES for after school programming; ELO-P distributed across summer, intersession, and after school).

Components spanning all three programs will include an emphasis on student voice, enrichment activities, and a growing emphasis on ELA and Math support. All programs are evaluated according to the same quality standards, ensuring a unified program continuous monitoring process.

Transitional Kindergarten and Kindergarten Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

The TK and K ratios are maintained by ensuring that there is adequate staffing in these grades, and a continuous monitoring of enrollment patterns over time to account for growth or decline of the cohort. We have over-recruited TK and K teachers to ensure



there are multiple adults and aides in each classroom to maintain a consistent ratio of 1:10, and plan for multiple classrooms for these grades in the event enrollment surpasses twenty.

The curriculum and program are developed in conjunction with lower school instructional leadership, who select the curriculum and program schedule in conjunction with TK and K teachers at the school. The staffing of TK and K classrooms for summer school is primarily made up of current TK and K teachers, who undergo professional development at the school site to build their practice.

#### Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

#### Sample Summer School Schedule

8am: Students Arrive; Breakfast and Recess

9-12pm: Academics

TK-1st

• 9:00-9:45: Read Aloud

• 9:45 - 10:00: Recess / Snack

10:00 - 10:30: Writing Activity

• 10:30 - 11:00: Math

• 11:00 - 11:30: Lunch

• 11:30 - 12:00: Math

• 12:00 - 12:30: Art

• 12:30 -1:00: Recess

2nd - 4th



- 9:00 9:45: Ice Breaker
- 9:45 10:15: Close Reading / Guided Reading
- 10:15 10:30: Recess / Snack
- 10:30 11:00: Reading or Writing
- 11:00 11:30: Math
- 11:30 12:00: Lunch
- 12:00 12:30: Math
- 12:30 1:00: Community Builder

#### Grades 5-8

- 9:00 9:15: Ice Breaker
- 9:15 10:15: ELA
- 10:15 10:30: Snack
- 10:30 11: Writing
- 11:00 12:00: Math
- 12:00 12:30: Lunch
- 12:30 1:00: Community Builder

1-4pm: Enrichment Activities (BACR)

4-5pm: Recess, Play

#### Sample After School Schedule

3:00-3:15 Snack/ Opening Circle/ Sign In

3:15-4:15 Academic Support/ Homework

4:15-4:25 Break

4:25-5:25 Enrichment Component

5:25-5:45 Supper

5:45-6:00 Sign Out/Dismissal

#### **Beta Academy Expanded Learning Program Budget - 2022-23**

		Summer 2022	After School 2022-23	Intersession 2022-23
PROGRAM DAYS		15	180	1!
ENROLLMENT & DEMOGRAPHICS		Actual	30%	15%
TK		8	6	
K		18	30	
1		19	30	
2		22	30	
3		11	30	
4		8	30	
5		12	30	
6		9	30	
7		9	30	
8		0	30	
TOTAL ENROLLMENT		118	200	100
REVENUES				
ELO-G from 2021-22	\$126,083			
ELO-P from 2021-22 (carryover)	\$659,249			
ELO-P from 2022-23 (TBD)				
ASES	\$152,612			
TOTAL REVENUES	\$937,944			
STAFFING				
Head of Expanded Learning	Christina Jarvis	\$3,607	\$43,286	\$3,60
Summer School Principal	Lashunda Cain	\$9,000		
Caliber Teachers Full Day	Roseline Onu	\$5,200		
Caliber Teachers Half Day	Meagan Dixon	\$3,700		
Caliber Teachers Full Day	Kathy Saeturn	\$5,200		
Caliber Teachers Full Day	Esmeralda Cervantes	\$5,200		
Caliber Teachers Half Day	Brenda Armenta	\$3,700		
Caliber Teachers Full Day	Tiffany Camp	\$5,200		
Caliber Teachers Full Day	Francisco Rojas	\$5,200		
Caliber Teachers Half Day	Kainat Abbas	\$3,700		
Caliber Teachers Full Day	Alysha Tolliver	\$5,200		
Caliber Teachers Full time		\$5,200		
Caliber Teachers Full Time		\$5,200		
Caliber Teachers Full Time		\$5,200		
Operations	Selena Soriano	\$6,500		
Direct Compensation		\$77,007	\$43,286	\$3,60
Employee Benefits	21%	\$16,249	\$9,133	\$76
TOTAL COMPENSATION		93,256	52,419	4,36
CONTRACTOR COSTS				
BACR Fees	Total	\$45,702	\$452,612	\$289,58
TOTAL COSTS	\$937,944	138,958	505,031	293,95



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

**C4.2 CMA Expanded Learning Opportunities Program Plan (ELO-P)** 



#### **Expanded Learning Plan (22-23)**

Local Educational Agency (LEA) Name: Caliber: ChangeMakers Academy

Contact Name: Christina Jarvis

Contact Email: christina@caliberschools.org

Contact Phone: (510) 424-4377

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P).

#### Caliber ChangeMakers Academy

1—Safe and Supportive Environment Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Caliber: ChangeMakers Academy's Expanded Learning program will take place primarily on the Caliber: ChangeMakers campus. The continuity of space will allow for emotional and physical safety for our students. The campus is secured during program days in the same way it is during the regular school day. When Expanded Learning programming involves field trips or off-site learning, the location of programming may change to museums, work spaces, parks, colleges and/or universities.

Caliber: ChangeMakers Academy will follow all safety protocols covering student safety when off-campus. Program staff will be easy to identify and wear program identification at all times, along with rosters and contact information for each student.

Safety procedures are developed by the Caliber: ChangeMakers Academy team for the campus and are communicated with Summer School principals, Summer School Directors of Operations, and BACR site directors to ensure compliance with all safety



#### procedures

Students are signed in at the beginning of the program and elementary age students are signed out to a parent or guardian or an approved person over the age of 18. Policies and procedures regarding students in upper grades walking home from campus will be set in alignment with that of the school.

The program seeks to create a safe and nurturing environment that supports the developmental, social-emotional, educational and physical needs of all participants. A positive, nurturing program climate is an essential aspect of the Expanded Learning Program. Sites implement and align with culture and climate initiatives adopted by the school day. Programs implement restorative practices using the structures and practices and strategies used during the school day. Community building activities, restorative conversations, and incentives for reaching behavior expectations are some of the strategies used. The program intentionally hires, trains and has high expectations that staff build and maintain positive and nurturing relationships with participants. Participants and staff are treated with respect and acknowledgement that they all are part of the program community.

2—Active and Engaged Learning Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Input from parents, school leaders, and students drove the selection of programming foci for Expanded Learning. The program will incorporate elements of academic intervention and acceleration in ELA and STEM along with enrichment. Enrichment programming will be outsourced to Bay Area Community Resources (BACR). The summer program will have an A + B model, where the mornings will generally be geared toward academic intervention and support, while the afternoons will include enrichment programming. After school and intersession programming will be primarily geared toward enrichment.

Curriculum for academic intervention and acceleration will be selected based on the needs for supplemental curricula as determined by the school site team. Beginning in the 2022-23 school year, student achievement and growth data from the iReady suite of assessment will be used to determine student academic needs.

Enrichment-focused Expanded Learning Program staff design and chose programming that is hands-on, active, and engaging for



participants. Staff use feedback from participants to determine which activities meet the participants' needs and interests, as well as promote critical thinking, collaboration with fellow participants, and engagement with their communities. Staff ensure that programming builds participants' skills over time and has concrete goals for mastery of 21st century skills. The activities and projects selected by the staff, with participant input, provide authentic, in-context learning.

3—Skill Building Describe how the program will provide opportunities for students to experience skill building.

Staff oversee many types of activities that enhance student learning. Arts and crafts, STEM, play, and other activities incorporate a sequence of skills that build over time.

Additionally, the ELO-P program supports students to develop social-emotional skills for school and life. Social-Emotional skills include the ability to:

- Set and achieve positive goals;
- Feel and show empathy for others;
- Establish and maintain positive relationships;
- Make responsible decisions; and
- Understand and manage emotions.

Homework support during the school year and community circle are a few ways that students will have an explicit opportunity to practice these skills, but these are infused throughout all programming. All of these skills are necessary—both for educators and students—to function well in the classroom, in the community, and in college and careers.

4—Youth Voice and Leadership Describe how the program will provide opportunities for students to engage in youth voice and leadership.

At the end of programming in the summer, and at the mid-year points and end of year points in the after school program, we will administer a student survey. These results will be reviewed by members of the program management team to inform program choices moving forward.

The ELO-P program will provide program participants with ongoing opportunities and space to share their viewpoints, concerns and interests



through leadership clubs, peer mentoring, community meetings, and community agreements. In the after school program, upper grade students (5-8th grade) will have the opportunity to participate in Leadership in Training club, where students will have the opportunity to inform policies and procedures, as well as generate ideas for future events and activities.

Throughout programming, students will be able to learn about community service opportunities and participate in them.

5—Healthy Choices and Behaviors Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Because Social-Emotional Learning plays such an important role in our program at Caliber, it naturally translates to our summer, intersession, and after-school programs. In the summer program, every day begins with a circle, which includes daily mindfulness activity and sharing. Program participants engage in daily self- reflections to support the development of self-awareness. Behavior supports, protocols, and best practices from the regular school day translate to the ELO program through regular consultation with the school site SEL team.

Program also includes physical activity to promote health. Daily activities involving movement include sports, ice breakers, team building activities, and other exercises that allow students to warm up, work out and cool down.

Students in ELO programming receive a daily nutritious snack in the after school program. During Summer and Intersession programming, students receive breakfast, lunch, and a snack. Food is provided by the school site's meal vendor, RevFoods. All meals are served in compliance with the Child and Adult Care Food Program regulations.

6—Diversity, Access, and Equity Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

ELO-P programming is open to all members of the school community. Promotional materials are sent out to parents and families in English and



Spanish, and registration forms for summer program, after school, and intersession in English and Spanish.

ELO-P program is inclusive, and student support staff is regularly consulted in planning for students in ELO-P. For example, rosters for summer program registration are reviewed by the Head of Expanded Learning, Caliber Public Schools Managing Director of Student Services and SEL, and the site-based Program Specialist to identify students with IEPs or additional academic or behavioral supports. These students are provided with the needed support in the program via staffing or training.

In order to reach the most students possible through ELO-P programming, promotion for intersession days will be targeted to families who have not yet participated in the summer or after school programs. This will support our goal of reaching a diverse group of students and families for participation.

Programming encourages activities to promote cross-curricular connections through the expiration of cultural topics. For example, multicultural art, African dance, and Capoeira have been planned. In these activities, students explore the histories and origins of these activities in addition to practicing them.

7—Quality Staff Describe how the program will provide opportunities for students to engage with quality staff.

Staffing in ELO-P program draws primarily from the Caliber Public School staff, who, upon hiring, have undergone a process of ensuring that their qualifications meet the need for their position. Teachers, SEL staff, and instructional aides work at ELO-P summer program and on som intersession days. All staff who directly serve pupils meet the minimum requirements of an instructional aide.

Caliber Public Schools' community partner, Bay Area Community Resources (BACR), also holds these requirements for staffing.

Both Caliber and BACR are highly invested in a recruiting, outreach, hiring, and onboarding process to recruit diverse and qualified staff for ELO programming. All Caliber staff who meet the IA requirement are invited to consider working in ELO programs, and are supported to teach in the subject area or interest they currently teach or work in. This happens primarily through the School Leaders and staff-wide communication. BACR recruits for staff within the school community by attending recruiting fairs, posting on social media networks, and maintains a referral incentive program.



Caliber site-based managers, including the Summer School principal, are usually the regular school year Principal or a high-level site-based administrator like an Assistant Principal.

BACR Program coordinators have the following qualifications: Leadership capacity and ability to inspire others; familiarity with Youth Development theory and practice; ability to develop strong relationships and work closely with diverse individuals and organizations; effective time management, coordination, communication, and problem-solving skills; positive work ethic; ability to train and support co-workers and volunteers; and knowledge of a variety of games, sports, arts, and other child-related activities.

Program Instructors, who lead programming for BACR, must have a knowledge base of core elementary/ middle school subjects; experience working with children of various demographics and diverse backgrounds; strong communication and written skills; facilitation skills; and classroom behavior management. They must be able to clearly explain instructions; communicate in a professional manner with parents and school staff; and be comfortable teaching a lesson and being an authority figure.

Staff from Caliber and BACR are supported through professional development hosted by their respective organizations. BACR staff are trained in an initial week-long Summer Institute, on a monthly basis and in a series of quarterly training and cohort opportunities. At the BACR Summer Institute, Program Coordinators receive extensive training focused on ghd BACR Coaching Model, Strength-Based Institute, Train the Trainers, Missions/Values, Youth Development, Supervision, Various Student Behavior and Need Scenarios, and Policies and Procedures.

Program Instructors also participate in a Summer Institute and receive monthly site-level trainings and are offered numerous quarterly training opportunities. Topics include Relationship Building, Youth Program Quality Assessment, Lesson Planning, PBIS, Social Emotional Learning, Facilitative leadership; Program Policies; Program quality; Crisis Management; and Homework Assistance; learning styles/strategies; behavior management; working with English Learners; cultural competency, working with people with disabilities and diverse needs; school site safety and emergency procedures.

Caliber staff receive professional development in line with their role, usually in the form of a pre-program training, where they learn policies and procedures, curriculum, and best practices. This training is on top of regular Caliber Public Schools professional development, which covers standards-based curriculum and instruction, social-emotional learning, and working with students with special needs and English learners.



8—Clear Vision, Mission, and Purpose Describe the program's clear vision, mission, and purpose.

The Expanded Learning Program at Caliber vision: Be the safe, fun, enriching activity of choice among all Caliber families.

The mission of the program is to enhance the Caliber mission by providing meaningful activities for students across the four pillars.

Caliber: ChangeMakers Academy's mission is to achieve educational equity by shifting the experiences, expectations and outcomes for students in historically underserved communities. Our strengths-based educational program validates, affirms, respects and supports students, families and staff members to reach their full potential.

The Expanded learning program can continue to contribute to our students living out our core pillars of heart, smart, think, and act.

Heart: Our expanded learning program will support our students in learning various social emotional competencies from the CASEL framework to continue to develop skills in Self Awareness, Social Awareness, Self Management, Responsible Decision Making, and Relationship Skills.

Smart: Our expanded learning program will support our students in continued growth in their learning in core subjects, especially inclusive of ELA and Math.

Think: Our expanded learning program will support our students in being able to think critically about topics that are self guided through inquiry and hands on experiences.

Act: Our expanded learning program will support our students in thinking about Social Justice in action through community service projects.

9—Collaborative Partnerships Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

Caliber continues to partner with Bay Area Community Resources (BACR), a non-profit enrichment program provider with extensive experience



providing safe and supportive programs at Caliber. BACR will plan, design, and implement all enrichment programming for summer, intersession, and after-school programs at Caliber. Caliber will also explore partnerships with local community organizations to support community service opportunities.

#### 10—Continuous Quality Improvement Describe the program's Continuous Quality Improvement plan.

An on-going process of evaluation and improvement of all programs will take place among the Caliber team and collaboratively with Caliber and BACR. Survey results will be used to plan, develop, and implement program improvements. The Quality Standards for Expanded Learning Programs inform all evaluation and planning efforts. Walkthroughs at the campus will take place on a quarterly basis, with debriefing and program planning taking place with Caliber and BACR leadership.

Program plans and updates will be shared with Caliber and BACR staff after each quarter for implementation.

#### 11—Program Management Describe the plan for program management.

The Expanded Learning program has several staff employed by Caliber and BACR.

Head of Expanded Learning: The Head of Expanded Learning plans and implements the Expanded Learning program at all Caliber schools. The Head of Expanded Learning manages contract negotiation with BACR and other sub contractors, hires program staff, and leads all program evaluation activities.

Staff hired by the Head of Expanded Learning include the Summer School Principal and Summer School Ops Lead, who drive the execution of the summer program, including schedule development.

BACR manages the program at the school sites according to the same quality standards, staffing ratios, and program vision.

# **General Questions**



# Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

Planning for the Expanded Learning and ASES programs is holistic. We have solicited stakeholder input in a unified way, where we asked parents, students, Caliber staff, and BACR staff for input on the program design across the summer, intersession, and after school programs. In the budgeting process, we ensure that the funds for each program are allocated to the appropriate part of the program (ASES for after school programming; ELO-P distributed across summer, intersession, and after school).

Components spanning all three programs will include an emphasis on student voice, enrichment activities, and a growing emphasis on ELA and Math support. All programs are evaluated according to the same quality standards, ensuring a unified program continuous monitoring process.

Transitional Kindergarten and Kindergarten Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

The TK and K ratios are maintained by ensuring that there is adequate staffing in these grades, and a continuous monitoring of enrollment patterns over time to account for growth or decline of the cohort. We have over-recruited TK and K teachers to ensure there are multiple adults and aides in each classroom to maintain a consistent ratio of 1:10, and plan for multiple classrooms for these grades in the event enrollment surpasses twenty.



The curriculum and program are developed in conjunction with lower school instructional leadership, who select the curriculum and program schedule in conjunction with TK and K teachers at the school. The staffing of TK and K classrooms for summer school is primarily made up of current TK and K teachers, who undergo professional development at the school site to build their practice.

#### Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

#### Sample Summer School Schedule

8am: Students Arrive; Breakfast and Recess

9-12pm: Academics

#### TK-1st

- 9:00-9:45: Read Aloud
- 9:45 10:00: Recess / Snack
- 10:00 10:30: Writing Activity
- 10:30 11:00: Math
- 11:00 11:30: Lunch
- 11:30 12:00: Math
- 12:00 12:30: Art
- 12:30 -1:00: Recess

#### 2nd - 4th

- 9:00 9:45: Ice Breaker
- 9:45 10:15: Close Reading / Guided Reading
- 10:15 10:30: Recess / Snack



- 10:30 11:00: Reading or Writing
- 11:00 11:30: Math
- 11:30 12:00: Lunch
- 12:00 12:30: Math
- 12:30 1:00: Community Builder

#### Grades 5-8

- 9:00 9:15: Ice Breaker
- 9:15 10:15: ELA
- 10:15 10:30: Snack
- 10:30 11: Writing
- 11:00 12:00: Math
- 12:00 12:30: Lunch
- 12:30 1:00: Community Builder

1-4pm: Enrichment Activities (BACR)

4-5pm: Recess, Play

#### Sample After School Schedule

3:00-3:15 Snack/ Opening Circle/ Sign In

3:15-4:15 Academic Support/ Homework

4:15-4:25 Break

4:25-5:25 Enrichment Component

5:25-5:45 Supper

5:45-6:00 Sign Out/Dismissal

# **ChangeMakers Academy Expanded Learning Program Budget - 2022-23**

		Summer 2022	After School 2022-23	Intersession 2022-23
PROGRAM DAYS		15	180	15
<b>ENROLLMENT &amp; DEMOGRAPHICS</b>		Actual	20%	15%
TK		9	30	
K		26	30	
1		28	30	
2		32	15	
3		24	15	
4		26	15	
5		3	15	
6		16		
7		3		
8		3		
TOTAL ENROLLMENT		213	150	50
REVENUES				
ELO-G from 2021-22	\$70,000			
ELO-P from 2021-22 (carryover)	\$290,226			
ELO-P from 2022-23 (TBD)				
ASES	\$152,612			
General Fund	\$62,620			
TOTAL REVENUES	\$575,458			
STAFFING				
Head of Expanded Learning	Christina Jarvis	\$3,607	\$43,286	\$3,607
Summer School Principal	Alesha Williams	\$9,000		
Caliber Teachers Half Day	Malaysia Anderson	\$3,700		
Caliber Teachers Full Day	Silvia Arana	\$5,200		
Caliber Teachers Half Day	Michelle Gardner	\$3,700		
Caliber Teachers Half Day	Louis Michael	\$3,700		
Caliber Teachers Full Day	Erin Murphy (pending)	\$5,200		
Caliber Teachers	Hannah Williams/Brenda Johnson	\$5,400		
Operations	Jarod Clayton	\$6,500		
Direct Compensation		\$46,007	\$43,286	\$3,607
Employee Benefits	19%	\$8,727	\$8,211	\$684
TOTAL COMPENSATION		54,734	51,497	4,291
CONTRACTOR COSTS				
BACR Fees	Total	\$59,874	\$382,112	\$22,950
TOTAL COSTS	\$575,458	114,608	433,609	27,241



### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C5 Declaration of Need for Fully Qualified Educators



# Declaration of Need for Fully Qualified Educators



The Commision on teacher Credentialing requires annual Board approval of a Declaration of Need for the anticipated number of staff that are not fully credentialed in terms of vacancies in which emergency credentials may apply to regular teaching positions or long term substitute positions.

The "Declaration of Need" process allows us the option to retain the services of a partially credentialed teacher in hard-to-fill teaching areas, when necessary.



# Action Item(s):

-Staff seeks Board approval of:

Caliber Beta Academy 2021-2022 Declaration of Need for Fully Qualified Educators and

Caliber ChangeMakers Academy 2021-2022 Declaration of Need for Fully Qualified Educators

# Reminder:

Please state your name before you motion.

367

# Action Item(s):

-Staff seeks Board approval of:

Caliber Beta Academy 2022-2023 Declaration of Need for Fully Qualified Educators and

Caliber ChangeMakers Academy 2022-2023 Declaration of Need for Fully Qualified Educators

Reminder:

Please state your name before you motion.

368



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C5.1 Caliber Beta Academy 2021-2022 Declaration of Need for Fully Qualified Educators



State of California Commission on Teacher Credentialing Certification Division 1900 Capitol Avenue Sacramento, CA 95811-4213

# **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

	01.00	
Original Declaration of Need for year:	21-22	
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT OF	R DISTRICT/COUNTY AUTHORIZED	CHARTER SCHOOL
Name of District or Charter: Caliber Be	eta Academy	District CDS Code: 07-10074-0129528
Name of County: Contra Costa Cour		County CDS Code:
By submitting this annual declaration, t	he district is certifying the following	3:
<ul> <li>A diligent search, as defined be</li> </ul>	low, to recruit a fully prepared teac	ther for the assignment(s) was made
<ul> <li>If a suitable fully prepared teach to recruit based on the priority</li> </ul>		strict, the district will make a reasonable effort
scheduled public meeting held on 06	$\frac{13}{2022}$ certifying that there is syment criteria for the position(s) lis	ed above adopted a declaration at a regularly an insufficient number of certificated persons sted on the attached form. The attached form onsent calendar.
► Enclose a copy of the board agend. With my signature below, I verify that to force until June 30,  Submitted by (Superintendent, Board S	the item was acted upon favorably	by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
5	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF AGENCY	EDUCATION, STATE AGENCY, CHAR	RTER SCHOOL OR NONPUBLIC SCHOOL
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location
CL-500 6/2021	Page 1 of 4	

The Superintendent of the County Office of specified above adopted a declaration on _ that such a declaration would be made, cer the county's, agency's or school's specified	/, at least 7 tifying that there is an ins	2 hours following his or her pu ufficient number of certificate	ublic announcement d persons who meet
The declaration shall remain in force until Ju	une 30,		
► Enclose a copy of the public announcer. Submitted by Superintendent, Director, or I			
Name	Signature	· · · · · · · · · · · · · · · · · · ·	Title
Fax Number	Telephone Number	, ————————————————————————————————————	Date
3	Mailing Address		
This declaration must be on file with the issued for service with the employing age  AREAS OF ANTICIPATED NEED FOR FULLY Qualified on the previous year's actual needs permits the employing agency estimates in Declaration of Need for Fully Qualified Eduidentified below.  This declaration must be revised by the enexceeds the estimate by ten percent. Board	EUALIFIED EDUCATORS  and projections of enrol t will need in each of the ucators. This declaration	Iment, please indicate the nue identified areas during the shall be valid only for the type total number of emergency	umber of emergency valid period of this pe(s) and subjects(s)
Type of Emergency Permit  CLAD/English Learner Authorizat holds teaching credential)  Bilingual Authorization (applicant credential)  List target language(s) for bili	t already holds teaching	Estimated Number Needed	i -
Resource Specialist  Teacher Librarian Services		0	400

#### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

CL-500 6/2021

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	4
Special Education	1
TOTAL	7

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	2
Science	1
Social Studies	1

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

FORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERS	SONNEL	
Has your agency established a District Intern program?	☐ Yes ✓	No
If no, explain. We are not big enough to manage or	ur own intern pr	ogram
Does your agency participate in a Commission-approved college or university internship program?	Yes	No
If yes, how many interns do you expect to have this year? 6		
If yes, list each college or university with which you participate in Touro University, National University, Alliant University		
If no, explain why you do not participate in an internship program	n.	



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C5.2 Caliber ChangeMakers Academy 2021-2022 Declaration of Need for Fully Qualified Educators



# **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

	04.00	
Original Declaration of Need for year:	21-22	
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT O	R DISTRICT/COUNTY AUTHORIZED	CHARTER SCHOOL
Name of District or Charter: Caliber C	hangeMakers Academy	District CDS Code: 48-70581-0134262
Calona County		
By submitting this annual declaration, t		
	3 3 3 3	cher for the assignment(s) was made
<ul> <li>If a suitable fully prepared teac to recruit based on the priority</li> </ul>		strict, the district will make a reasonable effort
scheduled public meeting held on 06	$\frac{\sqrt{13}}{\sqrt{2022}}$ certifying that there is syment criteria for the position(s) list	ed above adopted a declaration at a regularly an insufficient number of certificated persons sted on the attached form. The attached form onsent calendar.
With my signature below, I verify that force until June 30,  Submitted by (Superintendent, Board S	the item was acted upon favorably	by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF AGENCY	EDUCATION, STATE AGENCY, CHAR	RTER SCHOOL OR NONPUBLIC SCHOOL
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location
CL-500 6/2021	Page 1 of 4	

The Superintendent of the County Office of specified above adopted a declaration on _ that such a declaration would be made, cer the county's, agency's or school's specified	/, at least ? tifying that there is an ins	72 hours following his or her p rufficient number of certificate	ublic announcement
The declaration shall remain in force until Ju			
► Enclose a copy of the public announcer. Submitted by Superintendent, Director, or E	<b>nent</b> Designee:		
Name	Signature		Title
Fax Number	Telephone Number		Date
	Mailing Address		
This declaration must be on file with the issued for service with the employing ago.  AREAS OF ANTICIPATED NEED FOR FULLY Q. Based on the previous year's actual needs permits the employing agency estimates it Declaration of Need for Fully Qualified Edudentified below.  This declaration must be revised by the employed the estimate by ten percent. Board	UALIFIED EDUCATORS and projections of enroles will need in each of the cators. This declaration	Iment, please indicate the nu e identified areas during the shall be valid only for the typ	mber of emergency valid period of this pe(s) and subjects(s)
Type of Emergency Permit		<b>Estimated Number Needed</b>	
CLAD/English Learner Authorizati holds teaching credential)	on (applicant already	6	_
Bilingual Authorization (applicant credential)	already holds teaching	0	_
List target language(s) for bilin	ngual authorization:		
Resource Specialist		0	
Teacher Librarian Services		0	

#### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

CL-500 6/2021

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	3
Special Education	1
TOTAL	6

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	2
ELA	1
	4
	, , ,
	31 to

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

	COUNTEL
Has your agency established a District Intern program?	Yes VNo
If no, explain. We are not big enough to manage o	ur own intern program
Does your agency participate in a Commission-approved college or university internship program?	<b>√</b> Yes No
If yes, how many interns do you expect to have this year? 4	
If yes, list each college or university with which you participate in Touro University, National University, Alliant University	



# **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C5.3 Caliber Beta Academy 2022-2023 Declaration of Need for Fully Qualified Educators





# **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

Original Declaration of Need for year:	2022-2023	
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT OR	DISTRICT/COUNTY AUTHORIZ	ZED CHARTER SCHOOL
Name of District or Charter: Cailber: Bo	eta Academy	District CDS Code: 01-10074-0129528
Name of County: Contra Costa Coun	ity	County CDS Code:
By submitting this annual declaration, th	ne district is certifying the follow	wing:
<ul> <li>A diligent search, as defined below</li> </ul>	ow, to recruit a fully prepared t	teacher for the assignment(s) was made
<ul> <li>If a suitable fully prepared teach to recruit based on the priority s</li> </ul>		l district, the district will make a reasonable effort
who meet the district's specified employ was part of the agenda, and the declarate.  Enclose a copy of the board agenda	13 /2022 certifying that there whent criteria for the position(s tion did NOT appear as part of a titem ne item was acted upon favoral	cified above adopted a declaration at a regularly is an insufficient number of certificated persons; listed on the attached form. The attached form a consent calendar.  bly by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF EI	DUCATION, STATE AGENCY, CH	HARTER SCHOOL OR NONPUBLIC SCHOOL
Name of County		County CDS Code
		County of Location
	Page 1 of 4	

The Superintendent of the County Office of specified above adopted a declaration on _ that such a declaration would be made, cet the county's, agency's or school's specified	$_{\prime\prime\prime}$ at least 72 rtifying that there is an insu	hours following his or her pul fficient number of certificated	blic announcement persons who meet
The declaration shall remain in force until J			1
Enclose a copy of the public announced Submitted by Superintendent, Director, or			
Name	Signature		itle
Fax Number	Telephone Number		Date
<del></del>	Mailing Address		
This declaration must be on file with the issued for service with the employing against AREAS OF ANTICIPATED NEED FOR FULLY (Based on the previous year's actual need permits the employing agency estimates Declaration of Need for Fully Qualified Edidentified below.  This declaration must be revised by the exceeds the estimate by ten percent. Board	QUALIFIED EDUCATORS s and projections of enroll it will need in each of the ucators. This declaration	ment, please indicate the nur e identified areas during the shall be valid only for the typ e total number of emergency	mber of emergency valid period of this e(s) and subjects(s)
Type of Emergency Permit		Estimated Number Needed	
CLAD/English Learner Authoriza holds teaching credential)	tion (applicant already	8	-
Bilingual Authorization (applicar credential)	nt already holds teaching	0	_
List target language(s) for bi	lingual authorization:		
Resource Specialist		0	
Teacher Librarian Services		0	

#### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

CL-500 6/2021

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	8
Special Education	1
TOTAL	10

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	4
ELA	2
Science	1
Computer Science (math or business)	1

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

FURTS TO CERTIFY, ASSIGN, AND DEVELO	F FULLY QUALIFIED PERS	ONNEL	
Has your agency established a District In	tern program?	Yes 🗸	No
If no, explain. We are not a large	enough district to	manage our ov	vn program
Does your agency participate in a Comm college or university internship program		✓Yes	No
If yes, how many interns do you expect t	to have this year? 7		
If yes, list each college or university with Touro University, National University,			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		oo.o.iy o ii	
If no, explain why you do not participate	in an internship program		
in no, explain why you do not participate	in an internship program	•	



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C5.4 Caliber ChangeMakers Academy 2022-2023 Declaration of Need for Fully Qualified Educators



Email: credentials@ctc.ca.gov Website: www.ctc.ca.gov

# **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

Original Declaration of Need for year	:	
Revised Declaration of Need for year	·	
FOR SERVICE IN A SCHOOL DISTRICT O	OR DISTRICT/COUNTY AUTHORIZED	CHARTER SCHOOL
Name of District or Charter:		District CDS Code:
Name of County:		County CDS Code:
By submitting this annual declaration,	the district is certifying the following	g:
A diligent search, as defined be	elow, to recruit a fully prepared tead	cher for the assignment(s) was made
<ul> <li>If a suitable fully prepared teactor</li> <li>to recruit based on the priority</li> </ul>		strict, the district will make a reasonable effort
scheduled public meeting held on	_// certifying that there is oyment criteria for the position(s) lis	ed above adopted a declaration at a regularly an insufficient number of certificated persons sted on the attached form. The attached form onsent calendar.
► Enclose a copy of the board agend With my signature below, I verify that force until June 30,  Submitted by (Superintendent, Board States of State	the item was acted upon favorably	by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF AGENCY	EDUCATION, STATE AGENCY, CHAR	RTER SCHOOL OR NONPUBLIC SCHOOL
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location
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specified above adopted a declaration o that such a declaration would be made,	of Education or the Director of the State Agen/, at least 72 hours follow certifying that there is an insufficient numbed employment criteria for the position(s) I	ving his or her public announcement per of certificated persons who meet
The declaration shall remain in force unt	il June 30,	
Enclose a copy of the public announ Submitted by Superintendent, Director,		
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
This declaration must be on file with issued for service with the employing	the Commission on Teacher Credentialing agency	before any emergency permits will be
AREAS OF ANTICIPATED NEED FOR FULL Based on the previous year's actual ne	Y QUALIFIED EDUCATORS eds and projections of enrollment, please	e indicate the number of emergency

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s)

Type of Emergency Permit	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
Resource Specialist	
Teacher Librarian Services	

#### **LIMITED ASSIGNMENT PERMITS**

identified below.

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

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Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

CL-500 6/2021 Page 3 of 4

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No	
If no, explain			
Does your agency participate in a Commission-approved college or university internship program?	Yes	No	
If yes, how many interns do you expect to have this year?			
If yes, list each college or university with which you participate in an in	nternship prog	ram.	
If no, explain why you do not participate in an internship program.			

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### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

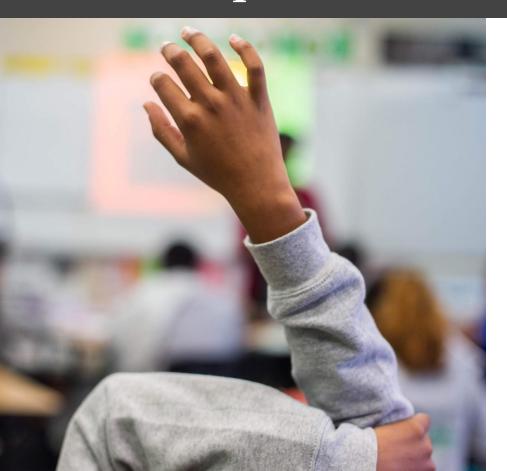
**C6 Finance Update** 





## Finance Updates





- 2021-22 Budget Updates
- 2022-23 Budget Proposals

## Major Budget Themes



- Governor's "May Revise" proposal included a lot of good news for schools
  - Possible attendance relief in 21-22
  - Strong LCFF increases in 22-23
  - Possible one-time funding in 22-23
  - Expansion of other programs
- Schools continue to use stimulus funding to maintain programming despite funding uncertainties
- Ending fund balances remain healthy
- SSO outlook similar to that of schools: uncertain revenue, expanded program support, healthy ending fund balance



## 2021-22 Finance Summary





- Unexpected improvement in 2021-22 LCFF Funding Outlook from attendance relief (not guaranteed yet)
- School and SSO operating revenues reflect the Governor's proposed relief formula
- School revenue may adjust based on accounting treatment of stimulus funds
- Schools and network using stimulus funding and reserves from 2020-21 to maintain programming
- Ending fund balances improved due to positive variances in each division
- Board packet includes more details on revenue and expense variances 393

#### **Ending Fund Balances:**

**Beta (excl North Campus)** 

ChangeMakers

SSO (excl PPP)

\$2.7m

**Projected** 

\$4.6m

\$2.2m

# 2021-22 Forecast Update (summary)

CBA excludes North Campus grant revenues

SSO excludes PPP loan forgiveness impact

2021-22 BUDGET SUMMARY	Beta Academy	ChangeMakers	School Support Office
OPERATING REVENUES			
LCFF Funding	\$9,078,184	\$8,358,555	\$0
Other State Funding	\$1,386,897	\$2,254,676	\$0
Federal Funding	\$2,209,246	\$2,219,554	\$0
Local Funding	\$238,201	\$0	\$0
Intracompany Revenues	\$0	\$0	\$2,001,080
Other Local Revenues	\$0	\$2.500	\$9,693
Total Operating Revenues	\$12,912,528	\$12,835,286	\$2,010,772
EXPENSES			
Core Instruction	\$3,931,607	\$3,908,769	\$2,045
Academic Intervention	\$695,212	\$538,591	\$0
School Leadership	\$854,816	\$669,821	\$279,894
Special Education Program	\$1,592,329	\$1,439,619	\$87,476
SEL & Mental Health	\$740,465	\$750,255	\$0
Computer Science Program	\$276,400	\$275,204	\$0
P.E. Program	\$400,902	\$347,291	\$253
Art/Music Program	\$137,656	\$123,931	\$0
Field Trips	-\$2,615	\$0	\$0
Expanded Learning	\$205,977	\$191,065	\$0
Facility Costs	\$803,966	\$1,503,044	\$81,115
<b>Technology &amp; Communications</b>	\$262,841	\$336,116	\$439,362
Meal Program	\$564,480	\$487,169	\$328
Professional Development	\$421,110	\$657,423	\$280,062
Staff Recruiting	\$13,447	\$40,225	\$455,263
Student Recruiting	\$4,980	\$1,083	\$36,235
Community Outreach & Events	\$50,488	\$5,303	\$82,264
Diversity, Equity, & Inclusion	\$40,000	\$32,000	\$0
Fundraising	\$3,395	\$0	\$11,671
SSO Support	\$907,818	\$835,856	\$47,671
Other Ops & Admin Support	\$1,019,187	\$667,258	\$2,268,199
Total Expenses	\$12,924,463	\$12,810,021	\$4,071,838
OPERATING INCOME	-\$11,935	\$25,264	-\$2,061,065
Donations	\$608	\$0	394 \$1,053,331
NET INCOME	-\$11,327	\$25,264	-\$1,007,734

## Key 2022-23 Budget Themes



- In addition to the attendance relief in 2021-22, Governor Newsom has also proposed a significant amount of incremental spending for schools in 2022-23; because details are still being negotiated in Sacramento, we have not yet included the funding in the proposed budget
- We expect to have \$5.1 million in stimulus funding remaining across both schools as of 6/30/22
  - Beta has significantly more than CMA (\$3.7 mm vs \$1.4 mm, respectively)
  - Proposed budget anticipates spending roughly 55% of Beta's next year (\$2.0 mm)
  - Proposed budget anticipates spending 75% of CMA's next year (\$1.0 mm)
- Overall spending is being planned on a holistic basis as part of the LCAP process
  - Overarching priorities and goals set first, and budget discussions follow one step behind
  - Restricted funding sources & categorical programs such as Federal Title programs, expanded learning programs, and other restricted grants are included in the planning
  - Unrestricted funding used to fill in gaps and maximize impact on goals
  - The proposed LCAP in the Board packet includes detailed descriptions of the planned actions and the funding sources that will be used to support each action

## Key 2022-23 Budget Metrics

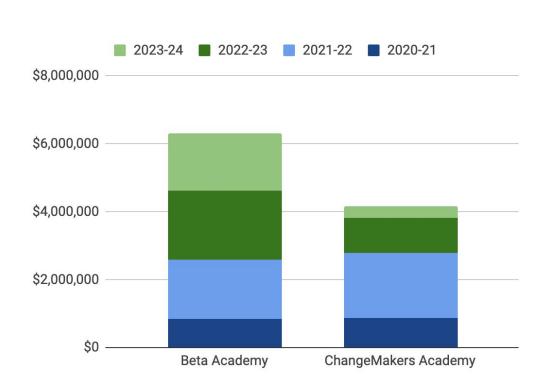


Planning Variable	2021-22 Actual	2022-23 Plan	Notes / Assumptions
Census Day Enrollment	CBA: 884 CMA: 831	CBA: 945 CMA: 918	Seeing solid application trends
Attendance Rate	CBA: 88% CMA: 87%	CBA: 92% CMA: 93%	Counting on an improvement towards pre-COVID levels
Unduplicated %-age	CBA: 75.5% CMA: 73.4%	CBA: 80% CMA: 70%	Expect to improve FRL collection & eligibility to historical levels at Beta
LCFF COLA	5.07%	6.56%	Based on Governor's May Revise
Stimulus spending	CBA: \$1.7 mm CMA: \$1.9 mm	CBA: \$2.0 mm CMA: \$1.0 mm	Planning to spend these funds over the coming two years and preparing for sustainability at that point
Headcount	CBA: 108 CMA: 90	CBA: 108 CMA: 104	Plan to fill open CMA positions and grow staff to support additional student growth as grades fill
Non-staff costs	CBA: \$4.5 mm CMA: \$4.8 mm	CBA: \$5.1 mm CMA: \$4.8 mm	Beta Academy facility costs low in 2021-22 due to Prop 39 facilities; will increase over time

## Remaining One-Time Funding



#### **One-Time Funding Summary**



- Significant incremental funds in total dollar and %-age terms
- Funding formulas favor Beta Academy due to focus on prior year enrollment and FRL rates
- Numerous restrictions and reporting requirements will limit how funds are spent alongside typical funding
- Plan is to spread remaining funding (in green) over 2 years
  - Beta will spend roughly 55% of its remaining funds in 2022-23
  - CMA will spend roughly 75%

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## 2022-23 Proposec Budgets (summary

2022-23 BUDGET SUMMARY

NET INCOME

CBA exclud grant-funded Nor Campus depreciation

OPERATING REVENUES			
LCFF Funding	\$10,000,656	\$9,817,365	\$0
Other State Funding	\$2,140,460	\$2,431,635	\$0
Federal Funding	\$1,979,449	\$1,332,495	\$0
Local Funding	\$254,063	\$0	\$0
Intracompany Revenues	\$0	\$0	\$2,626,884
Other Local Revenues	-\$68,899	\$9,000	\$9,000
Total Operating Revenues	\$14,305,730	\$13,590,495	\$2,635,884
EXPENSES			
Core Instruction	\$4,019,842	\$3,930,638	\$128,000
Academic Intervention	\$880,066	\$453,890	\$0
School Leadership	\$829,879	\$668,069	\$341,245
Special Education Program	\$1,557,180	\$1,596,918	\$212,363
SEL & Mental Health	\$760,240	\$853,088	\$0
Computer Science Program	\$157,683	\$169,768	\$0
P.E. Program	\$358,580	\$358,860	\$0
Art/Music Program	\$179,240	\$170,380	\$0
Field Trips	\$81,500	\$10,200	\$0
Expanded Learning	\$849,511	\$575,458	\$0
Facility Costs	\$967,550	\$1,497,230	\$86,872
Technology & Communications	\$344,550	\$218,331	\$424,942
Meal Program	\$566,341	\$511,491	\$1,500
Professional Development	\$506,580	\$714,435	\$242,000
Staff Recruiting	\$33,000	\$23,460	\$391,787
Student Recruiting	\$5,000	\$2,040	\$25,000
Community Outreach & Events	\$17,254	\$12,240	\$10,000
Diversity, Equity, & Inclusion	\$40,000	\$0	\$0
Fundraising	\$0	\$0	\$10,000
SSO Support	\$1,200,079	\$1,178,084	\$42,000
Other Ops & Admin Support	\$973,619	\$683,720	\$1,971,984
Total Expenses	\$14,327,694	\$13,628,300	\$3,887,692
OPERATING INCOME	-\$21,964	-\$37,805	-\$1,251,808
Donations	\$0	\$0	398 \$1,050,000

-\$21,964

ChangeMakers

**School Support Office** 

-\$201,808

-\$37,805

**Beta Academy** 

## Spending Aligned with LCAP Goals Caliber



LCAP Goal	Beta 22-23 Budget	CMA 22-23 Budget	Notes / Assumptions
#1: School Culture & Climate	\$746,640	\$850,640	SEL and mental health teams
#2: Pupil Achievement	\$5,529,512	\$5,313,778	Core instructional staff, additional academic & intervention staff, curriculum
#3: Critical Thinking	\$1,729,784	\$1,149,772	Electives & enrichment programming, after-school/expanded learning programs
#4: Equity	\$1,679,907	\$1,621,618	SpEd & EL programs, inclusive hiring, and DEIB work
#5: Sustainability & Growth	\$4,059,087	\$4,090,896	Core operations (facilities, tech, meals, attendance) Caliber SSO team @ 12% of state revenues
#6: Caliber's Values	\$582,764	\$601,595	Coaching & PD, cultural celebrations, targeted family partnerships
Total	\$14,327,694	\$13,628,300	399

## Notable Funding Sources



LCAP Goal	Beta 22-23 Budget	CMA 22-23 Budget	Notes / Assumptions
Title I & IV (consolidated) Title II Title III	\$329,788 \$41,415 \$36,972	\$233,118 \$32,001 \$17,901	<ul> <li>Instructional assistants &amp; Instruction Partners training</li> <li>Professional development stipends and contractors</li> <li>ELD coordinator &amp; EL curriculum/training</li> </ul>
ESSER	\$914,130	\$454,722	Instructional coaches, SEL team, subs, & independent study
Parcel Tax	\$254,063	n/a	Computer science program
LCFF Supplemental & Concentration Funding	\$1,819,173	\$1,761,816	SEL teams, coaching & professional development, instructional assistants, enrichment courses, residency program, & community events
LCFF Concentration Add-on	\$164,872	\$193,940	Instructional staff to provide direct supports to students
Expanded Learning (ELO-G) Expanded Learning (ELO-P) ASES	\$127,320 \$659,249 \$152,612	\$70,000 \$290,226 \$152,612	Funds coordinated to increase capacity in our after-school programs and to create summer and intersession programming opportunities (See Expanded Learning Plan for details)

## 2022-23 Budget Approvals



- Each charter school provides the following budget updates to authorizers and the CDE:
  - By July 1 Budget for the year
  - By December 15 First Interim report
  - By March 15 Second Interim report
  - By Sept 15 Unaudited Actuals report
- Our budget submissions will match the financials included on the previous slides, and will be submitted in the state-mandated template

Staff is seeking Board approval to submit the 2022-23 Budget for each school, drafts of which are included in the packet

CHARTER SCHOOL BUDGET REPORT - ALTERNATIVE FORM							
Charter	School Name: (	Caliber Beta Acade	my				
	CDS #: 1	W07-10074-0129528					
Charter Ap		Contra Costa Cour	ty Office of Educa	tion			
	Charter #: 1	Contra Costa					
	Fiscal Year: 2						
his charter school uses the following basis of accounting:  Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long- Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance obj			- Contract Contract		660-9669, 9796, an	d 9797)	
			Est, Acutals		2022-23 Budget		
Description		Object Code	2021-22	Unrestricted	Restricted	Total	
REVENUES		•					
1. LCFF Sources			2		1919-		
State Ald - Current Year	1	8011	6,375,930	7,118,698	0	7,118,	
Education Protection Account State Aid - Current Year	Г	8012	168,983	173,880	0	173,	
State Aid - Prior Years		8019	0	0	0		
Transfers to Charter Schools in Lieu of Property Taxes		8096	2,533,271	2,708,078	0	2,708,	
Other LCFF Transfers	Г	8091, 8097	0	0	0		
Total LCFF Sources	1		9,078,184	10,000,656	0	10,000,	
2. Federal Revenues	-		2				
No Child Left Behind/Every Student Succeeds Act	-	8290	2,115,258	0	977,130	977,	
Special Education - Federal	1	8181,8182	129,139	0	160,389	160,	
Child Nutrition - Federal	-	8220	406,674	0	433,755	433,	
Donated Food Commodities		8221	0	0	0		
Other Federal Revenues	1	8110	408,175	0	408,175	408,	
Total, Federal Revenues			3,059,246	0	1,979,449	1,979,	
3. Other State Revenues	L			-			
Special Education - State	L	StateRevSE	564,942	0	792,951	792,	
All Other State Revenues	-	StateRevAO	11,277,696	157,656	1,189,853	1,347,	
Total, Other State Revenues	1		11,842,639	157,656	1,982,804	2,140,	
4. Other Local Revenues							
All Other Local Revenues	+		238.809	ol	185.164		
All Other Local Revenues Total, Local Revenues	-	LocalRevAO	238,809	0	185,164	185,	
Total, Local Revenues			238,809	01	185,164	185,	
5. TOTAL REVENUES			24.218.877	10.158.312	4.147.418	14,305,	
e, Tomenevended	-		-,,,,,			,,	
EXPENDITURES							
Certificated Salaries	L				11011		
Certificated Teachers' Salaries	L	1100	3,631,075	3,205,880	548,900	3,754,	
Certificated Pupil Support Salaries	1	1200	159,458	305,000	93,000	398,	
Certificated Supervisors' and Administrators' Salaries		1300	797,317	684,424	234,805	919,	
Other Certificated Salaries		1900	110,597	0	100,000	100,	
Total, Certificated Salaries	1		4,698,448	4,195,304	976,705	5,172,	
Non-certificated Salaries	L						
Non-certificated instructional Salaries	1	2100	976,373	544,913	482,932	1,027,	
Non-certificated Support Salaries	L	2200	759,966	402,304	411,656	813,	
Non-certificated Supervisors' and Administrators' Salaries	1	2300	108,505	107,500	50,500	158,	
Clerical and Office Salaries	1	2400	430,610	345,320	6,600	351,	
Other Non-certificated Salaries	1	2900	0	0			
Total, Non-certificated Salaries	1		2,275,453	1,400,038	951,688	2,351,	
page and the second of							
3. Employee Benefits STRS	+	3101	0	ol	ol		
	+	3101	0	0	0		
	+	3301	536,990	430.841	148.486	579.	
PERS			536,990 662,521	430,841 581,916			
PERS OASDI / Medicare / Alternative	- 1				200,553	782	
PERS OASDI / Medicare / Alternative Health and Welfare Benefits		3401					
PERS OASDI / Medicare / Alternative Health and Weltare Benefits Unemployment Insurance	E	3501	69,739	55,953	19,284		
PERS OASDI / Medicare / Atternative Health and Wetare Denetts Unemployment Insurance Women's Compensation Insurance		3501 3601	69,739 34,870	55,953 4(37)77	9,642		
PERS OASDI // Medicare / Alternalive Health and Wethare Benefits Unemployment Insurance Wonters' Compensation Insurance OPEB, Motanted		3501 3601 3701	69,739 34,870 0	40 <sup>71</sup> 77	9,642 0		
PERS OASDI / Medicare / Afternative Health and Weitare Benefits Unemployment Insurance Workers' Compensation insurance		3501 3601	69,739 34,870	55,953 4(37)77	9,642	75, 37,	

## Budget-Related Next Steps



- 1. Staff will submit the approved budgets to authorizers along with other information that is required at the time of budget adoption.
- 2. Subject to SSC approval at each school, staff will submit the Consolidated Application for Federal funding based on the plans that are detailed in the budget.
- 3. The consent calendar for this meeting includes an EPA spending plans for each school that the Board is asked to adopt. It covers the school's historical and projected spending of EPA funds. As in the past, funds will be spent on non-administrative certificated classroom teachers.
- 4. The consent calendar also includes a number of contracts that are funded in this budget proposal. Upon approval, staff will execute them.

## First Republic Line of Credit



- Line of credit established after Board approval in September 2019
- Purpose was to ensure liquidity in the event of potential delays in state funding cycles
- Current terms of the line include:
  - Permits borrowing up to \$3,000,000
  - Interest rate set at prime rate, subject to a 5.00% floor
  - Current term is set to expire at the end of the fiscal year
  - No money has been drawn to date
- Staff is seeking approval to renew the line of credit on the same terms as have been in place to date



FIRST REPUBLIC BANK

## Key 2021-22 Budget Metrics





Enrollment and unduplicated student %-age reported as of October census day. Attendance based on the year-to-date.





-Staff is seeking Board approval to submit the 2022-23 Budget for each school, drafts of which are included in the packet

Roll call of votes

Reminder:
Please state your
name before you
motion.

405



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C6.1 2022-23 Budget Update Charts

BETA ACADEMY BUDGET VARIANCES	2nd Interim	Current Outlook	Favorable Variance l	Infavorable Variance Notes
OPERATING REVENUES (EXCLUDING NORTH CA				
LCFF Funding	\$8,568,910	\$9,078,184	\$509,274	Proposed attendance relief will have a positive impact
Other State Funding	\$1,518,305	\$1,386,897		\$131,408 Part of the school's ELO-G grant will be spent in July and recognized in 2022-23
Federal Funding	\$1,854,663	\$2,209,246	\$354,583	Spending of Federal stimulus fundswas accelerated to provide learning support
Local Funding	\$245,686	\$238,201		\$7,485
Intracompany Revenues	\$0	\$0		
Other Local Revenues	\$229	\$0		\$229
Total Operating Revenues	\$12,187,793	\$12,912,528	\$724,735	+6% overall increase in expected revenue
EXPENSES				
INSTRUCTIONAL PROGRAMS				
Core Instruction	\$3,983,395	\$3,931,607	\$51,788	Driven by staff turnover, open positions, and decreased benefts costs
Academic Intervention	\$721,062	\$695,212	\$25,850	
School Leadership	\$846,725	\$854,816		\$8,091
Special Education Program	\$1,471,831	\$1,592,329		\$120,498
SEL & Mental Health	\$717,425	\$740,465		\$23,041
Computer Science Program	\$273,539	\$276,400		\$2,861
P.E. Program	\$373,314	\$400,902		\$27,588
Art/Music Program	\$121,300	\$137,656		\$16,356
Field Trips	-\$2,615	-\$2,615		
Expanded Learning	\$192,978	\$205,977		\$12,999
Subtotal	\$8,698,954	\$8,832,750		\$133,796
NON-INSTRUCTIONAL PROGRAMS				
Facility Costs	\$827,015	\$803,966	\$23,049	
Technology & Communications	\$152,840	\$262,841		\$110,000 Increased cost of hotspots and internet - Will be offset by funding above
Meal Program	\$555,495	\$564,480		\$8,985
Professional Development	\$381,095	\$421,110		\$40,016
Staff Recruiting	\$5,833	\$13,447		\$7,614
Student Recruiting	\$12,426	\$4,980	\$7,445	
Community Outreach & Events	\$19,038	\$50,488		\$31,450
Diversity, Equity, & Inclusion	\$40,000	\$40,000		
Fundraising	\$0	\$3,395		\$3,395
SSO Support	\$856,891	\$907,818		\$50,927 Increaed revenues result in increase support office costs
Other Ops & Admin Support	\$992,759	\$1,019,187		\$26,429
Subtotal	\$3,843,391	\$4,091,713		\$248,322
Total Expenses	\$12,542,345	\$12,924,463		\$382,118 +3% overall increase in expected expenses
OPERATING INCOME	-\$354,552	-\$11,935	\$342,616	
NON-OPERATING REVENUE				
Donations	\$1,900	\$608		\$1,292
NET INCOME (EXCLUDING NORTH CAMPUS)	-\$352,652	-\$11,327	\$341,324	Overall improvement will almost eliminate the previously anticipated deficit

CHANGEMAKERS BUDGET VARIANCES	2nd Interim C	Surrent Outlook	Favorable Variance U	Infavorable Variance Notes
OPERATING REVENUES				
LCFF Funding	\$7,766,398	\$8,358,555	\$592,157	Proposed attendance relief will have a positive impact
Other State Funding	\$2,190,908	\$2,254,676	\$63,768	Part of the school's ELO-G grant will be spent in July and recognized in 2022-23
Federal Funding	\$1,558,029	\$2,219,554	\$661,525	Spending of Federal stimulus fundswas accelerated to provide learning support
Local Funding	\$0	\$0		
Intracompany Revenues	\$0	\$0		
Other Local Revenues	\$18,772	\$2,500		\$16,272
Total Operating Revenues	\$11,534,107	\$12,835,286	\$1,301,178	+11% overall increase in expected revenue
EXPENSES				
INSTRUCTIONAL PROGRAMS				
Core Instruction	\$3,640,220	\$3,908,769		\$268,549 Increased cost of substitute and independent study supports
Academic Intervention	\$534,235	\$538,591		\$4,356
School Leadership	\$665,895	\$669,821		\$3,926
Special Education Program	\$1,391,708	\$1,439,619		\$47,910
SEL & Mental Health	\$726,516	\$750,255		\$23,739
Computer Science Program	\$263,115	\$275,204		\$12,089
P.E. Program	\$344,618	\$347,291		\$2,673
Art/Music Program	\$56,135	\$123,931		\$67,796
Field Trips	\$0	\$0		
Expanded Learning	\$233,076	\$191,065	\$42,011	
Subtotal	\$7,855,517	\$8,244,545		\$389,028
NON-INSTRUCTIONAL PROGRAMS				
Facility Costs	\$1,475,234	\$1,503,044		\$27,810
Technology & Communications	\$209,060	\$336,116		\$127,056 Increased cost of hotspots and internet - Will be offset by funding above
Meal Program	\$479,465	\$487,169		\$7,704
Professional Development	\$672,499	\$657,423	\$15,076	
Staff Recruiting	\$36,440	\$40,225		\$3,785
Student Recruiting	\$10,022	\$1,083	\$8,940	
Community Outreach & Events	\$4,505	\$5,303		\$798
Diversity, Equity, & Inclusion	\$32,000	\$32,000		
Fundraising	\$0	\$0		
SSO Support	\$776,640	\$835,856		\$59,216 Increaed revenues result in increase support office costs
Other Ops & Admin Support	\$717,240	\$667,258	\$49,982	
Subtotal	\$4,413,105	\$4,565,476		\$152,371
Total Expenses	\$12,268,622	\$12,810,021		\$541,399 +4% overall increase in expected expenses
OPERATING INCOME	-\$734,515	\$25,264	\$759,779	
NON-OPERATING REVENUE				
Donations	\$0	\$0		
NET INCOME	-\$734,515	\$25,264	\$759,779	Overall improvement is projected to eliminate the previously anticipated deficit

SCHOOL SUPPORT BUDGET VARIANCES	2nd Interim C	urrent Outlook F	avorable Variance Unfav	vorable Variance
OPERATING REVENUES				
LCFF Funding	\$0	\$0		
Other State Funding	\$0	\$0		
Federal Funding	\$0	\$0		
Local Funding	\$0	\$0		
Intracompany Revenues	\$1,893,719	\$2,001,080	\$107,361	LCFF funding increases at schools will result in lower revenues for the central office
Other Local Revenues	\$10,995	\$9,693		\$1,302
Total Operating Revenues	\$1,904,714	\$2,010,772	\$106,058	+6% overall increase in expected revenue
EXPENSES INSTRUCTIONAL PROGRAMS				
INSTRUCTIONAL PROGRAMS	00.044	<b>#0.045</b>		
CoreInstruction	\$2,044	\$2,045		\$1
Academic Intervention	\$0	\$0		044.540
School Leadership	\$265,352	\$279,894	<b>#4.040</b>	\$14,542
Special Education Program	\$88,824	\$87,476	\$1,348	
SEL & Mental Health	\$0	\$0		
Computer Science Program	\$0	\$0		
P.E. Program	\$0	\$253		\$253
Art/Music Program	\$0	\$0		
Field Trips	\$0	\$0		
Expanded Learning	\$0	\$0		
Subtotal	\$356,220	\$369,668		\$13,448
NON-INSTRUCTIONAL PROGRAMS				
Facility Costs	\$86,893	\$81,115	\$5,778	
Technology & Communications	\$414,368	\$439,362		\$24,994
Meal Program	\$291	\$328		\$37
Professional Development	\$257,890	\$280,062		\$22,172 Includes a contribution to school PD that will be offset by increased donations
Staff Recruiting	\$437,509	\$455,263		\$17,754
Student Recruiting	\$38,734	\$36,235	\$2,499	
Community Outreach & Events	\$81,314	\$82,264		\$950
Diversity, Equity, & Inclusion	\$0	\$0		
Fundraising	\$10,364	\$11,671		\$1,307
SSO Support	\$20,363	\$47,671		\$27,308
Other Ops & Admin Support	\$1,892,252	\$2,268,199		\$375,947 Significant increases in administrative and operational costs
Subtotal	\$3,239,978	\$3,702,170		\$462,192
Total Expenses	\$3,596,198	\$4,071,838		\$475,640 +13% overall increase in expected expenses
OPERATING INCOME	-\$1,691,484	-\$2,061,065		\$369,581
NON-OPERATING REVENUE				
Donations	\$1,026,471	\$1,053,331	\$26,860	
NET INCOME	-\$665,013	-\$1,007,734		\$342,721 Net impact is affordable given Caliber's fiscal reserves

	2021-22	2 Budget Outlook By	Object		
	Beta Academy	ChangeMakers	School Support Org	Eliminations	Consolidated
REVENUES					
Public Revenues					
8012 LCFF-EPA 8015 LCFF-State Aid	\$168,983	\$155,926	\$0		\$324,909
8096 LCFF-ILPT	\$6,375,930 \$2,533,271	\$6,255,749	\$0 \$0		\$12,631,679
8181 Special Education-Federal	\$2,533,271 \$129,139	\$1,946,880 \$115,178	\$0 \$0		\$4,480,151 \$244,318
8220 Child Nutrition-Federal	\$406,674	\$360,288	\$0 \$0		\$766,962
8290 Other Federal Revenue (ESSA)	\$408,175	\$283,020	\$0		\$691,195
8299 Other Federal Revenue	\$1,265,258	\$1,461,068	\$0		\$2,726,325
8520 Child Nutrition-State	\$23,922	\$22,518	\$0		\$46,440
8550 Mandate Block Grant	\$14,876	\$13,379	\$0		\$28,255
8560 State Lottery Revenue	\$177,598	\$164,823	\$0		\$342,422
8590 Other State Revenue	\$605,558	\$1,460,746	\$0		\$2,066,304
8621 Parcel Tax Revenue	\$238,201	\$0	\$0		\$238,201
8792 Special Education-State	\$564,942	\$593,210	\$0 <b>\$0</b>		\$1,158,152 \$25,745,343
Subtotal Other Operating Revenues	\$12,912,528	\$12,832,786	φu		\$25,745,313
8660 Interest Income	\$0	\$2,500	\$9,693		\$12,193
8689 Parent Contributions	\$0	\$0	\$0		\$0
8677 Interagency Services	\$0	\$0	\$2,001,080	-\$1,743,674	\$257,406
8699 Donations	\$608	\$0	\$1,053,331		\$1,053,939
Subtotal	\$608	\$2,500	\$3,064,104		\$3,067,212
Total Revenues	\$12,913,136	\$12,835,286	\$3,064,104	-\$1,743,674	\$27,068,851
EXPENSES					
Certificated Salaries			•		
1110 Teacher Salaries (Certificated) 1130 Substitute Salaries	\$3,447,573	\$3,349,988	\$0		\$6,797,561
1220 Health & Counselling Salaries (Certific	\$183,502 \$150,459	\$51,108 \$661,464	\$0 \$15.335		\$234,610
1310 Principal Salaries	\$159,458 \$269,529	\$661,464 \$163,086	\$15,335 \$0		\$836,258 \$432,616
1320 Assistant Principal Salaries	\$436,347	\$379,719	\$0 \$0		\$816,066
1340 Instructional Coach Salaries	\$91,441	\$370,875	\$0		\$462,316
1910 Other Certificated Salaries	\$110,597	\$128,123	\$0		\$238,720
Subtotal	\$4,698,448	\$5,104,363	\$15,335		\$9,818,146
Classified Salaries					
2110 Teacher Salaries (Non-certificated)	\$220,268	\$58,900	\$0		\$279,168
2120 Instructional Assistant Salaries	\$729,239	\$576,157	\$0		\$1,305,397
2140 Resident Salaries	\$26,866	\$53,214	\$0		\$80,080
2190 Interventionist Salaries	\$0	\$0	\$0		\$0
2210 Custodial Salaries 2220 Food Service Salaries	\$0	\$115,441	\$0		\$115,441
2230 Health & Counselling Salaries	\$184,476 \$0	\$137,936 \$85,466	\$0 \$0		\$322,411
2290 Other Student Support Salaries	\$575,490	\$10,250	\$0 \$0		\$85,466 \$585,740
2330 Administrative Salaries (Non-certifica	\$108,505	\$111,496	\$1,327,984		\$1,547,985
2410 Office Staff Salaries	\$430,610	\$267,975	\$303,709		\$1,002,294
2420 Tech Staff	\$0	\$0	\$185,775		\$185,775
Subtotal	\$2,275,453	\$1,416,836	\$1,817,468		\$5,509,758
Employee Benefits					
3311 FICA-Social Security	\$432,382	\$404,314	\$113,634		\$950,330
3321 FICA-Medicare	\$104,609	\$97,818	\$43,987		\$246,414
3401 Health Insurance	\$662,521	\$769,501	\$210,772		\$1,642,794
3501 Unemployment Insurance	\$69,739	\$65,212	\$14,662		\$149,613
3911 401k Benefits Subtotal	\$167,374	\$156,509	\$43,987		\$367,870
Supplies & Materials	\$1,471,493	\$1,525,961	\$427,043		\$3,424,497
4110 Textbooks & Core Curricular Material	\$125,389	\$155,877	\$0		\$281,266
4120 Instructional Software & Digital Cont	\$129,499	\$53,660	\$0		\$183,160
4210 Other Books & Reference Materials	\$4,917	\$3,553	\$0		\$8,470
4310 Instructional Materials	\$86,425	\$37,557	\$4,000		\$127,983
4320 Assessment Software & Materials	\$16,305	\$5,001	\$8,878		\$30,184
4350 Student Uniforms	\$22,285	\$0	\$0		\$22,285
4370 Other Non-Instructional Supplies	\$224,327	\$126,371	\$73,505		\$424,203
4380 Admin Software	\$49,751	\$33,813	\$161,182		\$244,746
4410 Tech Equipment	\$148,182	\$189,491	\$23,165		\$360,838
4450 Furniture	\$6,983	\$39,739	\$4,067		\$50,789
4490 Other Equipment	\$6,753	\$3,782	\$1,509		\$12,044
4710 Student Meals 4740 Other Food (Local)	\$335,696	\$315,252	\$0 \$65,300		\$650,948
4740 Other Food (LOCAL)	\$70,494	\$23,411	\$65,208		\$159,113

Subtotal	\$1,227,006	\$987,507	\$341,514		\$2,556,027
Services & Other Operating Expeditures				j	
5110 Student Transportation	\$7,765	\$16,400	\$0		\$24,165
5210 Airfare	\$1,217	\$2,376	\$4,741		\$8,335
5220 Lodging	\$747	\$3,553	\$6,919		\$11,219
5230 Ground Trans	\$4,712	\$4,869	\$3,500		\$13,080
5240 Other Food (Travel)	\$225	\$271	\$4,024		\$4,521
5250 Conferences & Events	\$24,142	\$19,505	\$25,782		\$69,429
5310 Dues & Memberships	\$832	\$1,680	\$28,337		\$30,850
5410 Insurance	\$102,872	\$30,843	\$28,343		\$162,058
5510 Utilities	\$13,554	\$0	\$0		\$13,554
5520 Custodial Services	\$285,106	\$21,593	\$0		\$306,699
5610 Prop 39 Fees	\$276,134	\$0	\$0		\$276,134
5620 Other Facility Rent	\$7,893	\$1,189,685	\$74,173		\$1,271,751
5630 Equipment Leases	\$14,860	\$52,561	\$0		\$67,421
5640 Facility Repair & Matinence Services	\$45,770	\$37,144	\$0		\$82,914
5690 Other Equipment Rental	\$2,041	\$0	\$0		\$2,041
5810 Legal Fees	\$10,839	\$6,024	\$468,298		\$485,162
5820 Tax & Audit Fees	\$0	\$0	\$39,300		\$39,300
5830 Other Professional Service Fees	\$1,156,246	\$957,182	\$766,425		\$2,879,852
5831 Translation Services	\$6,218	\$2,328	\$5,962		\$14,507
5832 Substitute Services	\$150,770	\$385,414	\$0		\$536,184
5840 Network Fees	\$907,818	\$835,856	\$0	-\$1,743,674	\$0
5850 Oversight Fees	\$95,324	\$86,978	\$495		\$182,797
5860 SELPA Fees	\$20,822	\$21,252	\$0		\$42,074
5910 Internet	\$54,581	\$47,098	\$3,174		\$104,853
5920 Telephone	\$44,163	\$41,413	\$7,174		\$92,751
5940 Postage	\$3,207	\$786	\$3,152	į	\$7,144
6900 Depreciation	\$13,780	\$8,174	\$0	İ	\$21,954
7438 Interest Expense & Bank Fees	\$425	\$2,370	\$679	İ	\$3,474
Subtotal	\$3,252,063	\$3,775,355	\$1,470,477	İ	\$8,497,894
Total Expenses	\$12,924,463	\$12,810,021	\$4,071,838	-\$1,743,674	\$28,062,648
T INCOME	-\$11,327	\$25,264	-\$1,007,734	. ,,	-\$993,797

	2022-23 Budget Proposal By Object							
_	Beta Academy	ChangeMakers	School Support Org	Eliminations	Consolidated			
REVENUES								
Public Revenues								
8012 LCFF-EPA	\$173,880	\$169,830	\$0		\$343,710			
8015 LCFF-State Aid 8096 LCFF-ILPT	\$7,118,698	\$7,496,830	\$0		\$14,615,528			
	\$2,708,078	\$2,150,705	\$0		\$4,858,783			
8181 Special Education-Federal	\$160,389	\$136,978	\$0		\$297,367			
8220 Child Nutrition-Federal 8290 Other Federal Revenue (ESSA)	\$433,755	\$396,576	\$0		\$830,331			
8299 Other Federal Revenue	\$408,175	\$283,020	\$0 \$0		\$691,195			
8520 Child Nutrition-State	\$977,130	\$515,922	\$0 \$0		\$1,493,052			
8550 Mandate Block Grant	\$75,515 \$15,044	\$24,786 \$14,614	\$0 \$0		\$100,301 \$30,558			
8560 State Lottery Revenue	\$15,944 \$198,223	\$193,606	\$0 \$0		\$30,556 \$391,829			
8590 Other State Revenue	\$1,057,827	\$1,490,326	\$0 \$0		\$2,548,153			
8621 Parcel Tax Revenue	\$254,063	\$1,490,320	\$0 \$0		\$254,063			
8792 Special Education-State	\$792,951	\$708,303	\$0		\$1,501,254			
Subtotal	\$14,374,629	\$13,581,495	\$0		\$27,956,124			
Other Operating Revenues								
8660 Interest Income	\$0	\$9,000	\$9,000		\$18,000			
8689 Parent Contributions	\$0	\$0	\$0		\$0			
8677 Interagency Services	\$0	\$0	\$2,626,884	-\$2,378,163	\$248,722			
8699 Donations	\$0	\$0	\$1,050,000		\$1,050,000			
Subtotal Tatal Bayanyas	-\$68,899	\$9,000	\$3,685,884		\$3,625,985			
Total Revenues	\$14,305,730	\$13,590,495	\$3,685,884	-\$2,378,163	\$29,203,946			
EXPENSES								
Certificated Salaries	<b>A</b> 0.500.000	00.004.004			<b>A7</b> 400 504			
1110 Teacher Salaries (Certificated) 1130 Substitute Salaries	\$3,588,900	\$3,604,631	\$0		\$7,193,531			
1220 Health & Counselling Salaries (Certific	\$165,880	\$131,440	\$0		\$297,320			
1310 Principal Salaries	\$398,000	\$993,500	\$0		\$1,391,500			
1320 Assistant Principal Salaries	\$268,729 \$411,500	\$120,525	\$0 \$0		\$389,254			
1340 Instructional Coach Salaries	\$411,500 \$239,000	\$418,240 \$435,000	\$0 \$0		\$829,740 \$674,000			
1910 Other Certificated Salaries	\$100,000	\$110,000	\$0 \$0		\$210,000			
Subtotal	\$5,172,009	\$5,813,336	\$ <b>0</b>		\$10,985,345			
Classified Salaries	<b>40,112,000</b>	\$0,010,000	<b>4</b> 0		ψ10,000,040			
2110 Teacher Salaries (Non-certificated)	\$310,000	\$0	\$0		\$310,000			
2120 Instructional Assistant Salaries	\$647,846	\$527,280	\$0		\$1,175,126			
2140 Resident Salaries	\$70,000	\$70,000	\$0		\$140,000			
2190 Interventionist Salaries	\$0	\$0	\$0		\$0			
2210 Custodial Salaries	\$40,000	\$120,000	\$0		\$160,000			
2220 Food Service Salaries	\$168,960	\$125,080	\$0		\$294,040			
2230 Health & Counselling Salaries	\$0	\$85,000	\$0		\$85,000			
2290 Other Student Support Salaries	\$605,000	\$0	\$0		\$605,000			
2330 Administrative Salaries (Non-certifica	\$158,000	\$153,500	\$1,589,500		\$1,901,000			
2410 Office Staff Salaries	\$351,920	\$253,280	\$424,500		\$1,029,700			
2420 Tech Staff	\$0	\$0	\$182,366		\$182,366			
Subtotal	\$2,351,726	\$1,334,140	\$2,196,366		\$5,882,232			
Employee Benefits 3311 FICA-Social Security	¢466 470	¢///2///2	¢106 17F		¢1 045 700			
3321 FICA-Social Security 3321 FICA-Medicare	\$466,472 \$112,856	\$443,143 \$107,212	\$136,175 \$52,713		\$1,045,790 \$272,781			
3401 Health Insurance	\$112,856 \$782,468	\$107,212 \$886,287	\$52,713 \$252,582		\$272,781 \$1,921,338			
3501 Unemployment Insurance	\$75,237	\$71,475	\$232,382 \$17,571		\$164,283			
3911 401k Benefits	\$180,570	\$171,539	\$52,713		\$404,822			
Subtotal	\$1,655,222	\$1,715,394	\$511,753		\$3,882,369			
Supplies & Materials	<b>\$1,000,222</b>	<b>\$1,110,00</b> 4	ψο,. σο		<b>\$0,002,000</b>			
4110 Textbooks & Core Curricular Material	\$50,000	\$79,591	\$0		\$129,591			
4120 Instructional Software & Digital Cont	\$51,213	\$56,182	\$0		\$107,395			
4210 Other Books & Reference Materials	\$15,000	\$10,200	\$0		\$25,200			
4310 Instructional Materials	\$72,000	\$48,960	\$12,000		\$132,960			
4320 Assessment Software & Materials	\$42,000	\$42,840	\$0		\$84,840			
4350 Student Uniforms	\$18,900	\$14,045	\$0		\$32,945			
4370 Other Non-Instructional Supplies	\$229,454	\$137,088	\$25,000		\$391,542			
4380 Admin Software	\$22,000	\$31,620	\$134,500		\$188,120			
4410 Tech Equipment	\$224,550	\$109,395	\$20,000		\$353,945			
4450 Furniture	\$10,000	\$5,100	\$10,000		\$25,100			
4490 Other Equipment	\$10,000	\$6,120	\$0		\$16,120			
4710 Student Meals	\$357,210	\$353,944	\$0		\$711,154			
4740 Other Food (Local)	\$48,000	\$24,480	\$30,000		\$102,480			

Subtotal	\$1,150,327	\$919,565	\$231,500		\$2,301,392
Services & Other Operating Expeditures					
5110 Student Transportation	\$81,500	\$40,800	\$0		\$122,300
5210 Airfare	\$0	\$0	\$0		\$0
5220 Lodging	\$0	\$0	\$0		\$0
5230 Ground Trans	\$22,000	\$12,240	\$3,600		\$37,840
5240 Other Food (Travel)	\$0	\$0	\$0		\$0
5250 Conferences & Events	\$24,000	\$24,480	\$24,000		\$72,480
5310 Dues & Memberships	\$1,200	\$1,836	\$28,600		\$31,636
5410 Insurance	\$70,000	\$30,600	\$30,000		\$130,600
5510 Utilities	\$84,000	\$0	\$0		\$84,000
5520 Custodial Services	\$312,000	\$61,200	\$0		\$373,200
5610 Prop 39 Fees	\$0	\$0	\$0		\$0
5620 Other Facility Rent	\$0	\$1,189,500	\$73,872		\$1,263,372
5630 Equipment Leases	\$0	\$0	\$0		\$0
5640 Facility Repair & Matinence Services	\$20,000	\$36,720	\$0		\$56,720
5690 Other Equipment Rental	\$0	\$0	\$0		\$0
5810 Legal Fees	\$10,000	\$10,200	\$230,000		\$250,200
5820 Tax & Audit Fees	\$0	\$0	\$40,000		\$40,000
5830 Other Professional Service Fees	\$1,389,776	\$851,263	\$491,000		\$2,732,040
5831 Translation Services	\$7,200	\$3,060	\$9,000		\$19,260
5832 Substitute Services	\$162,000	\$165,240	\$0		\$327,240
5840 Network Fees	\$1,200,079	\$1,178,084	\$0	-\$2,378,163	\$0
5850 Oversight Fees	\$100,007	\$98,174	\$0		\$198,180
5860 SELPA Fees	\$27,499	\$25,358	\$0		\$52,858
5910 Internet	\$72,000	\$68,544	\$4,800		\$145,344
5920 Telephone	\$48,000	\$34,272	\$7,200		\$89,472
5940 Postage	\$2,400	\$1,224	\$3,000		\$6,624
6900 Depreciation	\$363,750	\$8,174	\$0		\$371,924
7438 Interest Expense & Bank Fees	\$1,000	\$4,896	\$3,000		\$8,896
Subtotal	\$3,998,411	\$3,845,865	\$948,072		\$8,792,348
Total Expenses	\$14,327,694	\$13,628,300	\$3,887,692	-\$2,378,163	\$29,465,523
T INCOME	-\$21,964	-\$37,805	-\$201,808		-\$261,577



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C6.2 Beta Academy 2022-23 Budget

#### **CJARTER SCHOOL CERTIFICATION**

Charter School Name: Caliber Beta Academy
CDS #: #07-10074-0129528

Charter Approving Entity: Contra Costa County Office of Education

County: Contra Costa
Charter #: 1622

Fiscal Year: 2022-23

	To the entity that approved the charter school:	
( <u>x</u> )	2022-23 CHARTER SCHOOL BUDGET FINANCIAL	REPORT ALTERNATIVE FORM: This report
	has been approved, and is hereby filed by the charter school pu	rsuant to Education Code Section 47604.33.
	Signed:	Date:
	Charter School Official	
	(Original signature required)	
	Print	Title
	Name:	Title:
	To the County Superintendent of Schools:	
( <u>x</u> )		REPORT ALTERNATIVE FORM: This report
	is hereby filed with the County Superintendent pursuant to Educ	
	Signed:	Date:
	Authorized Representati	
	ve of	
	Charter	
	Approving	
	Entity (Opinion Laboratory Control Laboratory Contr	
	(Original signature required) Print	
	Name:	Title:
		Ittle:
	For additional information on the Budget Report, please co	ontact:
	For Approving Entity:	For Charter School:
	·	
	Name	Name
	Title	Title
	Phone	Phone
	E-mail	E-mail
	This report has been verified for mathematical accuracy by pursuant to Education Code Section 47604.33.	y the County Superintendent of Schools,
	District Advisor	Date

Charter School Name: Caliber Beta Academy

CDS #: #07-10074-0129528

Charter Approving Entity: Contra Costa County Office of Education

County: Contra Costa
Charter #: 1622
Fiscal Year: 2022-23

This charter school uses the following basis of accounting:

X Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities / Net Position objects are 6900, 7438, 9400-9499, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

			Est. Acutals	2022-23 Budget		get	
	Description	Object Code	2021-22	Unrestricted	Restricted	Total	
A.	REVENUES						
	1. LCFF Sources						
	State Aid - Current Year	8011	6,375,930	7,118,698	0	7,118,698	
	Education Protection Account State Aid - Current Year	8012	168,983	173,880	0	173,880	
	State Aid - Prior Years	8019	0	0	0	0	
	Transfers to Charter Schools in Lieu of Property Taxes	8096	2,533,271	2,708,078	0	2,708,078	
	Other LCFF Transfers	8091, 8097	0	0	0	0	
	Total LCFF Sources		9,078,184	10,000,656	0	10,000,656	
	2. Federal Revenues		0.445.050	0	077.400	077.400	
	No Child Left Behind/Every Student Succeeds Act	8290	2,115,258	0	977,130	977,130	
	Special Education - Federal Child Nutrition - Federal	8181,8182	129,139 406,674	0	160,389 433,755	160,389	
	Donated Food Commodities	8220 8221	406,674	0	433,755	433,755	
	Other Federal Revenues	8110	408,175	0	408,175	408,175	
	Total, Federal Revenues	0110	3,059,246	0	1,979,449	1,979,449	
	lotal, receial Revenues		3,039,240	0	1,979,449	1,979,449	
	3. Other State Revenues						
	Special Education - State	StateRevSE	564,942	0	792,951	792,951	
	All Other State Revenues	StateRevAO	11,277,696	157,656	1,189,853	1,347,509	
	Total, Other State Revenues		11,842,639	157,656	1,982,804	2,140,460	
			,,000	121,000	.,,501	2, 2, 100	
	4. Other Local Revenues						
	All Other Local Revenues	LocalRevAO	238,809	0	185,164	185,164	
	Total, Local Revenues		238,809	0	185,164	185,164	
	5. TOTAL REVENUES		24,218,877	10,158,312	4,147,418	14,305,730	
		1					
B.	EXPENDITURES						
	Certificated Salaries						
	Certificated Teachers' Salaries	1100	3,631,075	3,205,880	548,900	3,754,780	
	Certificated Pupil Support Salaries	1200	159,458	305,000	93,000	398,000	
	Certificated Supervisors' and Administrators' Salaries	1300	797,317	684,424	234,805	919,229	
	Other Certificated Salaries	1900	110,597	0	100,000	100,000	
	Total, Certificated Salaries		4,698,448	4,195,304	976,705	5,172,009	
	2. Non contificated Colorina						
	Non-certificated Salaries     Non-certificated Instructional Salaries	2100	976,373	544,913	482,932	1,027,846	
	Non-certificated Support Salaries	2200	759,966	402,304	411,656	813,960	
	Non-certificated Supervisors' and Administrators' Salaries	2300	108,505	107,500	50,500	158,000	
	Clerical and Office Salaries	2400	430,610	345,320	6,600	351,920	
	Other Non-certificated Salaries	2900	0	010,020	0,000	001,020	
	Total, Non-certificated Salaries		2,275,453	1,400,038	951,688	2,351,726	
			, ., .,	,,	,	,,,,,	
	3. Employee Benefits						
	STRS	3101	0	0	0	0	
	PERS	3201	0	0	0	0	
	OASDI / Medicare / Alternative	3301	536,990	430,841	148,486	579,328	
	Health and Welfare Benefits	3401	662,521	581,916	200,553	782,468	
	Unemployment Insurance	3501	69,739	55,953	19,284	75,237	
	Workers' Compensation Insurance	3601	34,870	27,977	9,642	37,619	
	OPEB, Allocated	3701	0	0	0	0	
	OPEB, Active Employees	3751	0	0	0	0	
	Other Employee Benefits	3901	167,374	134,288	46,281	180,570	
	Total, Employee Benefits		1,471,493	1,230,975	424,246	1,655,222	
	4. Books and Supplies						
	Approved Textbooks and Core Curricula Materials	4100	254,888	50,000	51,213	101,213	
	Books and Other Reference Materials	4200	4,917	15,000	0	15,000	
	Materials and Supplies	4300	399,093	375,093	9,261	384,354	
	Noncapitalized Equipment	4400	161,918	244,550	0	244,550	
	Food	4700	406,189	48,000	357,210	405,210	
	Total, Books and Supplies		1,227,006	732,643	417,684	1,150,327	
	F. Consider and Other Operating Evacuality and						
	5. Services and Other Operating Expenditures	5400	7 705	01 500	0	04.500	
	Subagreements for Services Travel and Conferences	5100	7,765 31,044	81,500 46,000	0	81,500 46,000	
1	rraver and Contenences	5200	J 1,U44	40,000	Uj	40,000	

Dues and Memberships	5300	832	1,200	0	1,200
Insurance	5400	102,872	70,000	0	70,000
Operations and Housekeeping Services	5500	298,660	396,000	0	396,000
Rentals, Leases, Repairs, and Noncap. Improvements	5600	346,698	20,000	0	20,000
Professional/Consulting Services and Operating Expend.	5800	2,348,037	1,563,568	1,332,993	2,896,561
Communications	5900	101,950	59,400	63,000	122,400
Total, Services and Other Operating Expenditures		3,237,857	2,237,668	1,395,993	3,633,661
		3,201,001	_,,,,,,,,	.,,	3,555,555
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)					
Land and Land Improvements	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major		0	0	0	0
Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	13,780	363,750	366,289	730,039
Total, Capital Outlay		13,780	363,750	366,289	730,039
, , , , , , , , , , , , , , , , , , , ,		-,			
7. Other Outgo					
Tuition to Other Schools	7110-7143	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0
All Other Transfers	7310	0	0	0	0
Debt Service:	7010	J	o <sub>j</sub>		0
Interest	7438	425	1,000	0	1,000
Principal (for modified accrual basis only)	7439	0	1,000	0	1,000
Total, Other Outgo	7439	425	1.000	0	1.000
Total, Other Outgo		425	1,000		1,000
8. TOTAL EXPENDITURES		12,924,463	10,161,377	4,532,605	14,693,982
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.					
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		11,294,415	-3,065	-385,188	-388,253
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0
Contributions Between Unrestricted and Restricted Accounts	7000 7000	J	o <sub>j</sub>		0
(must net to zero)	8980-8999	0	0	0	0
(must het to zero)	0300-0333	Ů	0	U U	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)		11,294,415	-3,065	-385,188	-388,253
F. FUND BALANCE, NET POSITION					
Beginning Fund Balance					
a. As of July 1	9,791	7,646,363	4,620,332	14,320,445	18,940,778
b. Adjustments to Beginning Balance	9793, 9795	7,040,303	7,020,332	14,020,443	10,040,778
c. Adjusted Beginning Balance / Net Position	3733, 3733	7,646,363	4,620,332	14,320,445	18,940,778
2. Ending Fund Balance / Net Position, June 30 (E + F.1.c.)		18,940,778	4,617,267	13,935,257	18,552,525
2. Linding Fund Balance / Net Position, June 30 (E + F.1.C.)		10,340,176	4,017,207	10,000,201	10,002,020
Components of Ending Net Position (Accrual Basis only)					
a. Net Investment in Capital Assets	9796	15,470,445	786,211	13,935,257	14,721,469
b Restricted Net Position	9797			0	0
c. Unrestricted Net Position	9790A	3,470,332	3,831,056		3,831,056

Charter School Name: Caliber Beta Academy

CDS #: #07-10074-0129528

Charter Approving Entity: Contra Costa County Office of Education

County: Contra Costa Charter #: 1622 Fiscal Year: 2022-23

This charter school uses the following basis of accounting:

X Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities / Net Position objects are 6900, 7438, 9400-9499, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

			2022-23		2023-24	2024-25
Description	Object Code	Unrestricted	Restricted	Total	Total	Total
REVENUES						
. LCFF Sources						
State Aid - Current Year	8011	7,118,698	0	7,118,698	7,773,346	8,246
Education Protection Account State Aid - Current Year	8012	173,880	0	173,880	176,675	177
State Aid - Prior Years	8019	0	0	0	0	
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,708,078	0	2,708,078	2,736,735	2,736
Other LCFF Transfers	8091, 8097	0	0	0	0	44.404
Total LCFF Sources		10,000,656	0	10,000,656	10,686,756	11,161
. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	0	977,130	977,130	870,476	
Special Education - Federal	8181,8182	0	160,389	160,389	131,931	133
Child Nutrition - Federal	8220	0	433,755	433,755	419,985	419
Donated Food Commodities	8221	0	455,755	433,735	419,965	418
Other Federal Revenues	8110	0	408,175	408,175	408,175	408
Total, Federal Revenues	8110	0	1,979,449	1,979,449	1,830,567	961
iotal, i ederal Nevertues		0	1,575,445	1,979,449	1,030,307	301
Other State Revenues						
Special Education - State	StateRevSE	0	792,951	792,951	702,779	702
All Other State Revenues	StateRevAO	157,656	1,189,853	1,347,509	1,252,144	1,061
Total, Other State Revenues	StateRevAO	157,656	1,982,804	2,140,460	1,954,923	1,764
,		107,000	1,002,001	2,110,100	1,001,020	1,70
Other Local Revenues						
All Other Local Revenues	LocalRevAO	0	185,164	185,164	256,752	25
Total, Local Revenues	Localitevid	0	185,164	185,164	256,752	25
Iotal, Local Nevertues		0	100,104	100, 104	200,702	25
i. TOTAL REVENUES		10,158,312	4,147,418	14.305.730	14,728,998	14,14
	'	-7,-7,-		,,,,,,	, .,	,
XPENDITURES						
. Certificated Salaries						
Certificated Teachers' Salaries	1100	3,205,880	548,900	3,754,780	3,735,886	3,72
Certificated Pupil Support Salaries	1200	305,000	93,000	398,000	409,940	42
Certificated Supervisors' and Administrators' Salaries	1300	684,424	234,805	919,229	937,536	75
Other Certificated Salaries	1900	0	100,000	100,000	103,000	10
Total. Certificated Salaries		4,195,304	976,705	5,172,009	5,186,362	5,01
		1,100,001	0.0,.00	0,112,000	2,100,000	
Non-certificated Salaries						
Non-certificated Instructional Salaries	2100	544,913	482,932	1,027,846	1,058,681	66
Non-certificated Support Salaries	2200	402,304	411,656	813,960	736,944	66
Non-certificated Supervisors' and Administrators' Salaries	2300	107,500	50,500	158,000	162,740	16
Clerical and Office Salaries	2400	345,320	6,600	351,920	222,192	18
Other Non-certificated Salaries	2900	0	0,000	0 0	0	
Total, Non-certificated Salaries	2900	1,400,038	951,688	2,351,726	2,180,557	1,68
,		1,100,000	00.1,000	_,,,	2,100,001	.,
. Employee Benefits						
STRS	3101	0	0	0	0	
PERS	3201	0	0	0	0	
OASDI / Medicare / Alternative	3301	430,841	148,486	579,328	567,253	51
Health and Welfare Benefits	3401	581,916	200,553	782,468	766,160	69
Unemployment Insurance	3501	55,953	19,284	75,237	73,669	6
Workers' Compensation Insurance	3601	27,977	9,642	37,619	36,835	3
Workers' Compensation Insurance OPEB, Allocated	3601		9,642		36,835	
	3701	0	0	0	0	
OPEB, Active Employees		·				
Other Employee Benefits Total, Employee Benefits	3901	134,288	46,281	180,570	176,806	16
rotal, Employee Benefits		1,230,975	424,246	1,655,222	1,620,722	1,47
Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	50,000	51,213	101,213	105,782	10
Books and Other Reference Materials	4200	15,000	51,213	15,000	15,600	
	4300		9,261			1
Materials and Supplies		375,093		384,354	399,936	4.
Noncapitalized Equipment	4400	244,550	0	244,550	237,796	23
Food Total Books and Supplies	4700	48,000	357,210	405,210	425,350	43
Total, Books and Supplies		732,643	417,684	1,150,327	1,184,463	1,21
Services and Other Operating Expenditures						
Services and Other Operating Expenditures Subagreements for Services	5400	94 500	١	94 500	84,760	
	5100	81,500	0	81,500		8
Travel and Conferences	5200	46,000	0	46,000	47,840	2
Dues and Memberships	5300	1,200	0	1,200	1,248	
Insurance	5400	70,000	0	70,000	72,800	7
Operations and Housekeeping Services	5500	396,000	0	396,000	411,840	42
Rentals, Leases, Repairs, and Noncap. Improvements	5600	20,000	0	20,000	20,800	2
Professional/Consulting Services and Operating Expend.	5800	1,563,568	1,332,993	2,896,561	3,149,678	3,01
Communications	5900	59,400	63,000	122,400	61,776	- 6
Total, Services and Other Operating Expenditures		2,237,668	1,395,993	3,633,661	3,850,742	3,70
	1	1				
Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)						

Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major					0	0
Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	363,750	366,289	730,039	730,039	730,039
Total, Capital Outlay		363,750	366,289	730,039	730,039	730,039
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0
All Other Transfers	7310	0	0	0	0	0
Debt Service:					0	0
Interest	7438	1,000	0	1,000	290,000	290,000
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		1,000	0	1,000	290,000	290,000
8. TOTAL EXPENDITURES		10,161,377	4,532,605	14,693,982	15,042,885	14,108,798
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.						
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(3,065)	(385,188)	(388,253)	(313,887)	34,628
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
	7030-7099	U		U		
Contributions Between Unrestricted and Restricted Accounts					0	0
(must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		U	0	U	0	U
E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)		(3,065)	(385,188)	(388,253)	(313,887)	34,628
E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)	I	(3,065)	(303,100)	(300,233)	(313,007)	34,020
F. FUND BALANCE, NET POSITION						
Beginning Fund Balance						
a. As of July 1	9791	4.620.332	14.320.445	18.940.778	18.552.525	18.238.638
b. Adjustments to Beginning Balance	9793, 9795	4,020,332	14,020,440	10,540,770	0	10,230,030
c. Adjusted Beginning Balance / Net Position	9193, 9193	4,620,332	14.320.445	18.940.778	18,552,525	18,238,638
2. Ending Fund Balance / Net Position, June 30 (E + F.1.c.)			,	-77		
2. Eliuling Fullu Dalalice / Net Position, Julie 30 (E + F.T.C.)		4,617,267	13,935,257	18,552,525	18,238,638	18,273,266
Components of Ending Net Position (Accrual Basis only)						
a. Net Investment in Capital Assets	9796	786.211	13.935.257	14.721.469	14.295.375	13.876.121
a. Net investment in Capital Assets b. Restricted Net Position	9796	/80,211				
c. Unrestricted Net Position	9797 9790A	3.831.056	(0)	(0) 3,831,056	(0) 3,943,263	(0) 4,397,145
C. Officsurded Net Position	1 9790A	3,831,056		3,831,056	3,943,263	4,397,145



#### **SECTION 2 : ADVANCE DISCUSSION MATERIALS**

C6.3 ChangeMakers Academy 2022-23 Budget

#### **CJARTER SCHOOL CERTIFICATION**

Charter School Name: Caliber ChangeMakers Academy
CDS #: #48-70581-0134262

Charter Approving Entity: Vallejo City Unified School District
County: Solano
Charter #:

Fiscal Year: 2022-23

	To the entity that approved the charter school:					
<u>x</u> )		SIAL REPORT ALTERNATIVE FORM: This report				
	has been approved, and is hereby filed by the charter school	·				
	Signed: Charter School Official	Date:				
	(Original signature required)					
	Print					
	Name:	Title:				
	To the County Superintendent of Schools:					
<u>x</u> )		CIAL REPORT ALTERNATIVE FORM: This report				
	is hereby filed with the County Superintendent pursuant to Ed Signed:	ducation Code Section 47604.33.  Date:				
	Authorized	Date.				
	Representati					
	ve of					
	Charter Approving					
	Entity					
	(Original signature required)					
	Print					
	Name:	Title:				
	For additional information on the Budget Report, please	e contact:				
	For Approving Entity:	For Charter School:				
	Name	Name				
	Title	Title				
	Phone	Phone				
	E-mail	E-mail				
	This report has been verified for mathematical accuracy pursuant to Education Code Section 47604.33.	y by the County Superintendent of Schools,				
	District Advisor	Date				

Charter School Name: Caliber ChangeMakers Academy
CDS #: #48-70581-0134262

Charter Approving Entity: Vallejo City Unified School District

County: Solano
Charter #: 1779 Fiscal Year: 2022-23

This charter school uses the following basis of accounting:

X Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities / Net Position objects are 6900, 7438, 9400-9499, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

			Est. Acutals	2022-23 Budget		
	Description	Object Code	2021-22	Unrestricted	Restricted	Total
A.	REVENUES					
	1. LCFF Sources					
	State Aid - Current Year	8011	6,255,749	7,496,830	0	7,496,830
	Education Protection Account State Aid - Current Year	8012	155,926	169,830	0	169,830
	State Aid - Prior Years	8019	0	0	0	0
	Transfers to Charter Schools in Lieu of Property Taxes	8096	1,946,880	2,150,705	0	2,150,705
	Other LCFF Transfers	8091, 8097	0	0	0	0
	Total LCFF Sources		8,358,555	9,817,365	0	9,817,365
	2. Federal Revenues		4 404 000	0	545,000	545.000
	No Child Left Behind/Every Student Succeeds Act Special Education - Federal	8290 8181.8182	1,461,068 115,178	0	515,922 136,978	515,922
	Child Nutrition - Federal	8220	360,288	0	396,576	136,978 396,576
	Donated Food Commodities	8221	300,288	0	390,570	390,570 N
	Other Federal Revenues	8110	283,020	0	283,020	283,020
	Total, Federal Revenues	0110	2,219,554	0	1,332,495	1,332,495
	Total, Fotoral November		2,210,001	۰	1,002,100	1,002,100
	3. Other State Revenues					
	Special Education - State	StateRevSE	593,210	0	708,303	708,303
1	All Other State Revenues	StateRevAO	1,661,466	153,025	1,570,307	1,723,332
1	Total, Other State Revenues		2,254,676	153,025	2,278,610	2,431,635
	4. Other Local Revenues					
	All Other Local Revenues	LocalRevAO	2,500	9,000	0	9,000
	Total, Local Revenues		2,500	9,000	0	9,000
$\vdash$	5. TOTAL REVENUES		12,835,286	9,979,390	3,611,105	13,590,495
_		1				
В.	EXPENDITURES  4. O. VICTORIAN CONTRACTOR CON					
	Certificated Salaries     Certificated Transport Salaries	4400	2 404 000	2 224 554	E01 E17	3,736,071
	Certificated Teachers' Salaries	1100	3,401,096 661,464	3,234,554 831,500	501,517 162,000	993,500
	Certificated Pupil Support Salaries Certificated Supervisors' and Administrators' Salaries	1200 1300	913,680	741,001	232,764	973,765
	Other Certificated Salaries	1900	128,123	741,001	110,000	110,000
	Total, Certificated Salaries	1900	5,104,363	4,807,055	1,006,281	5,813,336
	iotal, octanoated outained		0,104,000	4,007,000	1,000,201	0,010,000
	2. Non-certificated Salaries					
	Non-certificated Instructional Salaries	2100	688,271	243,720	353,560	597,280
	Non-certificated Support Salaries	2200	349,094	275,711	54,369	330,080
	Non-certificated Supervisors' and Administrators' Salaries	2300	111,496	153,500	0	153,500
	Clerical and Office Salaries	2400	267,975	253,280	0	253,280
	Other Non-certificated Salaries	2900	0	0	0	0
	Total, Non-certificated Salaries		1,416,836	926,211	407,929	1,334,140
	3. Employee Benefits					
	STRS	3101	0	0	0	0
1	PERS	3201	0	0	0	0
1	OASDI / Medicare / Alternative	3301	502,132	441,461	108,894	550,356
1	Health and Welfare Benefits	3401	769,501	710,925	175,362	886,287
1	Unemployment Insurance	3501	65,212	57,333	14,142	71,475
1	Workers' Compensation Insurance	3601	32,606	28,666	7,071	35,737
1	OPEB, Allocated	3701	0	0	0	0
1	OPEB, Active Employees	3751	156 500	127 509	0	171 530
1	Other Employee Benefits Total, Employee Benefits	3901	156,509	137,598	33,941	171,539
	тогат, Етприуее венентв		1,525,961	1,375,984	339,410	1,715,394
	4. Books and Supplies					
	Approved Textbooks and Core Curricula Materials	4100	209,537	79,473	56,300	135,772
	Books and Other Reference Materials	4200	3,553	10,200	0	10,200
	Materials and Supplies	4300	202,742	274,553	0	274,553
1	Noncapitalized Equipment	4400	233,012	120,615	0	120,615
1	Food	4700	338,663	24,480	353,944	378,424
	Total, Books and Supplies	4700	987,507	509,321	410,244	919,565
1	,		23.,307	555,521	110,214	3.0,000
	5. Services and Other Operating Expenditures					
1	Subagreements for Services	5100	16,400	40,800	0	40,800
1	Travel and Conferences	5200	30,574	36,720	0	36,720
				,	-	

Dues and Memberships	5300	1,680	1,836	0	1,836
Insurance	5400	30,843	30,600	0	30,600
Operations and Housekeeping Services	5500	21,593	61,200	0	61,200
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,279,390	430,660	795,560	1,226,220
Professional/Consulting Services and Operating Expend.	5800	2,295,033	1,740,899	590,480	2,331,379
Communications	5900	89,297	42,840	61,200	104,040
Total, Services and Other Operating Expenditures		3,764,811	2,385,555	1,447,241	3,832,795
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)			-1		
Land and Land Improvements	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major		0	0	0	0
Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	8,174	3,997	4,177	8,174
Total, Capital Outlay		8,174	3,997	4,177	8,174
7. Other Outgo					
Tuition to Other Schools	7110-7143	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0
All Other Transfers	7310	0	0	0	0
Debt Service:					
Interest	7438	2,370	4,896	0	4,896
Principal (for modified accrual basis only)	7439	0	0	0	0
Total, Other Outgo		2,370	4,896	0	4,896
8. TOTAL EXPENDITURES		12,810,021	10,013,018	3,615,282	13,628,300
O EVOCOO (REFIGIENCY) OF REVENUES OVER EXPEND					
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		25,264	-33,627	-4,177	-37,805
BEFORE OTHER FINANCING SOURCES AND USES (AS-B0)		20,204	00,027	4,117	07,000
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0
Contributions Between Unrestricted and Restricted Accounts			,		
(must net to zero)	8980-8999	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
		05.004	22.007	4 477	27.005
E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)		25,264	-33,627	-4,177	-37,805
F. FUND BALANCE, NET POSITION					
Beginning Fund Balance					
a. As of July 1	9,791	2,519,190	2,494,955	49,499	2,544,454
b. Adjustments to Beginning Balance	9793, 9795	0	_, ,	,	0
c. Adjusted Beginning Balance / Net Position	5.55, 5750	2,519,190	2,494,955	49,499	2,544,454
2. Ending Fund Balance / Net Position, June 30 (E + F.1.c.)		2,544,454	2,461,327	45,321	2,506,649
5 2 2					
Components of Ending Net Position (Accrual Basis only)					
a. Net Investment in Capital Assets	9796	-106,907	-233,328	45,321	-188,007
b Restricted Net Position	9797			0	0
c. Unrestricted Net Position	9790A	2,651,361	2,694,656		2,694,656

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This charter school uses the following basis of accounting:

X Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities / Net Position objects are 6900, 7438, 9400-9499, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service / Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

			2022-23		2023-24	2024-25
Description	Object Code	Unrestricted	Restricted	Total	Total	Total
. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	7,496,830	0	7,496,830	8,009,412	8,482,2
Education Protection Account State Aid - Current Year	8012	169,830	0	169,830	170,200	173,7
State Aid - Prior Years	8019	0	0	0	0	
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,150,705	0	2,150,705	2,155,391	2,188,1
Other LCFF Transfers	8091, 8097	0	0	0	0	40.044.0
Total LCFF Sources		9,817,365	0	9,817,365	10,335,003	10,844,2
2. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	0	515,922	515,922	0	
Special Education - Federal	8181,8182	0	136,978	136,978	114,750	115,0
Child Nutrition - Federal	8220	0	396,576	396,576	397,440	403,4
Donated Food Commodities	8221	0	0	0	0	
Other Federal Revenues	8110	0	283,020	283,020	283,020	283,
Total, Federal Revenues		0	1,332,495	1,332,495	795,210	801,
3. Other State Revenues						
Special Education - State	StateRevSE	0	708,303	708,303	709,820	724,
All Other State Revenues	StateRevAO	153,025	1,570,307	1,723,332	1,542,396	1,488,
Total, Other State Revenues		153,025	2,278,610	2,431,635	2,252,216	2,212,
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	9,000	0	9,000	9,000	9,
Total, Local Revenues		9,000	0	9,000	9,000	9,
• TOTAL DELENING			0.5			
5. TOTAL REVENUES		9,979,390	3,611,105	13,590,495	13,391,429	13,867,
EXPENDITURES						
1. Certificated Salaries		4				
Certificated Teachers' Salaries	1100	3,234,554	501,517	3,736,071	3,806,863	3,919
Certificated Pupil Support Salaries	1200	831,500	162,000	993,500	940,905	969
Certificated Supervisors' and Administrators' Salaries	1300	741,001	232,764	973,765	727,968	749
Other Certificated Salaries	1900	0	110,000	110,000	113,300	116
Total, Certificated Salaries		4,807,055	1,006,281	5,813,336	5,589,036	5,755,
2. Non-certificated Salaries						
Non-certificated Instructional Salaries	2100	243,720	353,560	597,280	660,198	680,
Non-certificated Support Salaries	2200	275,711	54,369	330,080	339,982	350,
Non-certificated Supervisors' and Administrators' Salaries	2300	153,500	0	153,500	158,105	162,
Clerical and Office Salaries	2400	253,280	0	253,280	162,246	167
Other Non-certificated Salaries	2900	0	0	0	0	
Total, Non-certificated Salaries		926,211	407,929	1,334,140	1,320,531	1,360,
3. Employee Benefits						
STRS	3101	0	0	0	0	
PERS	3201	0	0	0	0	
OASDI / Medicare / Alternative	3301	441,461	108,894	550,356	532,037	547
Health and Welfare Benefits	3401	710,925	175,362	886,287	856,786	882
Unemployment Insurance	3501	57,333	14,142	71,475	69,096	71
Workers' Compensation Insurance	3601	28,666	7,071	35,737	34,548	35
OPEB, Allocated	3701	0	0	0	0	
OPEB, Active Employees	3751	0	0	0	0	
Other Employee Benefits Total, Employee Benefits	3901	137,598 1,375,984	33,941 339,410	171,539	165,830 1,658,296	170 1,707
Total, Employee Benefits		1,375,984	339,410	1,715,394	1,658,296	1,707
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	79,473	56,300	135,772	138,789	143
Books and Other Reference Materials	4200	10,200	0	10,200	10,404	10
Materials and Supplies	4300	274,553	0	274,553	280,076	285
Noncapitalized Equipment	4400	120,615	0	120,615	114,444	117
Food Total, Books and Supplies	4700	24,480 509,321	353,944 410,244	378,424 919,565	386,779 930,492	400 958
тош, дооко апо зарриво		509,521	410,244	919,000	930,492	938
5. Services and Other Operating Expenditures	5400	40.000		40,800	40 404	
Subagreements for Services Travel and Conferences	5100 5200	40,800 36,720	0	36,720	10,404 37,454	10
Dues and Memberships	5300		0			38
·		1,836		1,836	1,873	1
Insurance	5400	30,600	0	30,600	31,212	31
Operations and Housekeeping Services	5500	61,200	705 560	61,200	62,424	63
Rentals, Leases, Repairs, and Noncap. Improvements	5600	430,660	795,560	1,226,220	1,226,954	1,227
Professional/Consulting Services and Operating Expend.	5800	1,740,899	590,480	2,331,379	2,461,772	2,485
Communications Total, Services and Other Operating Expenditures	5900	42,840 2,385,555	61,200 1,447,241	104,040 3,832,795	43,697 3,875,790	3,904
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,	.,,	.,	,

Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major					0	0
Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	3,997	4,177	8,174	8,174	8,174
Total, Capital Outlay		3,997	4,177	8,174	8,174	8,174
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0
All Other Transfers	7310	0	0	0	0	0
Debt Service:					0	0
Interest	7438	4,896	0	4,896	4,994	5,094
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		4,896	0	4,896	4,994	5,094
8. TOTAL EXPENDITURES		10,013,018	3,615,282	13,628,300	13,387,314	13,698,566
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.						
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(33,627)	(4,177)	(37,805)	4,115	169,008
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	٥	0	0
	7630-7699	0		U		
3. Contributions Between Unrestricted and Restricted Accounts			_	_	0	0
(must net to zero)	8980-8999	0	0	0	0	0
4 7074 07450 58440080 0048050 44050		0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E NET INODEACE (DECREACE) IN FUND DAI ANOE (NET DOCITION (C. D.4)		(33,627)	(4.477)	(37,805)	4.445	400,000
E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)		(33,027)	(4,177)	(37,805)	4,115	169,008
F. FUND BALANCE, NET POSITION						
Beginning Fund Balance						
a. As of July 1	9791	2.494.955	49.499	2,544,454	2.506.649	2.510.764
b. Adjustments to Beginning Balance	9793, 9795	2,434,500	45,455	2,344,434	2,300,049	2,510,704
c. Adjusted Beginning Balance / Net Position	9793, 9795	2,494,955	49,499	2,544,454	2,506,649	2,510,764
c. Adjusted Beginning Balance / Net Position  2. Ending Fund Balance / Net Position, June 30 (E + F.1.c.)		2,494,955	45,321	2,544,454	2,506,649	2,510,764
2. Ending rund balance / Net rostiton, June 30 (E + F.1.C.)	1	2,461,327	45,321	2,000,049	2,510,764	2,079,773
Components of Ending Net Position (Accrual Basis only)						
a. Net Investment in Capital Assets	9796	(233.328)	45.321	(188.007)	(260.730)	(325,018)
a. Net investment in Capital Assets b. Restricted Net Position	9796	(233,328)	45,321	(188,007)	(260,730)	(325,018)
c. Unrestricted Net Position	9797 9790A	2.694.656		2,694,656	2,771,495	3,004,791
C. Offiestricted Net Position	9790A	2,094,000		2,094,000	2,771,495	3,004,791



#### **SECTION 3: CONSENT CALENDAR ITEMS**

**Items For Approval** 





## **Consent Calendar Items**

- **D1.** 04/21/22 Meeting Minutes
- D2. 2022-23 Student Services Policy Manual
- D3. 2022-23 Staff Handbook
- **D4.** 2022-23 Caliber: Beta Academy EPA Spending Plans
- **D5.** 2022-23 Caliber: Change Makers Academy EPA Spending

Plans

**D6.** 2022-23 BABI Janitorial Contract - Caliber: ChangeMakers

Academy

- **D7.** 2022-23 Revolution Foods Contract Renewal
- **D8.** 2022-23 Bay Area Community Resources 2022-23 Contract

Extension

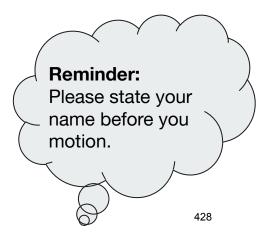
- **D9.** 2022-23 Instructional Partners Agreement
- **D10.** 2022-23 Michael's Transportation Service, Inc. Contract



# Action Item(s):

-Staff seeks Board approval of the Consent Calendar Item.

Roll call of votes





#### **SECTION 3: CONSENT CALENDAR ITEMS**

D1. 04/21/22 Meeting Minutes



#### **Board of Directors Meeting**

Thursday, April 21, 2022, 4:00 PM-6:00 PM Zoom Call

#### **Directors Attending**

- Jennifer Moses
- Tony Adams

- Carolyn Hack
- Margarita Florez
   Vasconcelos
- Katy Vasquez

#### **Directors Absent**

• Ron Beller

#### Nolan Highbaugh

Andrya Huntsman

#### Staff Present

- Terence Johnson, CEO
- Markus Mullarkey, President
- Rachael Weingarten, Head of Schools
- Estefania Garcia, Head of Human Resources
- Wendy Villalobos, Administrative and Talent Coordinator
- Andy Santiago, Administrative and Operations Coordinator

- Devin Gross, Managing Director of Operations
- Katherine Hendrickson, Managing Director of Strategy
- Angelina Molina, Senior Managing Director of Teaching + Learning

Call to order - The meeting was called to order by Jennifer Moses at **4:06 PM**. A quorum was established.

<u>Tony Adams</u> made a motion to approve the Board Meeting Agenda. <u>Carolyn Hack</u> seconded the motion.

- Jennifer Moses- Yes
- Ron Beller- Absent
- Nolan Highbaugh- Absent
- Andrya Huntsman -Absent

- Carolyn Hack-Yes
- Margarita Florez Vasconcelos- Yes
- Tony Adams-Yes
- Katy Vasquez- Yes



#### **Motion Passed**

#### A1. CEO Updates

Terence Johnson shared that the list of updates for today includes intent to return, enrollment projections for 22-23, plan for North Campus move, High School Updates and Expanded learning grant.

Estefania Garcia shared data results for the intent to return data gathered through December and February surveys in comparison to 21-22 data.

Devin Gross shared enrollment charts for ChangeMakers Academy and Beta Academy with data on re-enrolled, accepted and waitlisted offers. Gross shared that there is strategizing happening to ensure schools are properly enrolled for day 1 and there will be a change from 1 TK classroom to 2 TK classrooms. There will be a focus on engaging the waitlist families more to ensure they are aware of open enrollment and other communication. Beta Academy's strategy was created with North Campus' move in mind and there is strategizing there for how many offers will be put out based on anticipated retention rate from the campus move. Discussion Ensued. Jennifer Moses urged Mr. Gross to ensure parents are involved in the outreach process.

Katherine Hendrickson shared an update regarding the high school efforts. She shared that there was a 1-6 vote from Solano County to deny the appeal for a Caliber High School in Vallejo.

Ms. Hendrickson shared information regarding the Expanded Learning Opportunities Program. She shared that Caliber will receive funding from this new source to provide 30 days of enrichment and intervention acceleration during the summer at no cost to families. She shared that a Head of Expanded Learning position has been created to support this program.

#### **OPEN COMMENTS:**

No comments made on this item.

#### **B1. 2022-23 School Local Control Accountability Plans (LCAPS)**

Ms. Hendrickson shared an update on the reflection and strategic planning happening for LCAP. She shared the annual update reflections summary that will be considered for the upcoming LCAP. Ms.



Hendrickson shared the six goals that encapsulate all of the schools' core operations and programs. Ms. Hendrickson shared the information for the Public Hearing and that ChangeMakers Academy will have a SSC/ELAC meeting to review and gather input for ChangeMakers Academy's LCAP on Thursday May 5th at 5pm and that Beta Academy will have a SSC Wednesday May 11th at 6pm and an ELAC meeting May 19th at 8:30am to review and gather input for Beta Academy's LCAP. Ms. Hendrickson shared the summary of revised priorities projected for the 22-23 school year. Katherine asked the board to think and share on how they would prioritize the six LCAP goals & revised actions for the 22-23 school year. Discussion Ensued.

#### **OPEN COMMENTS:**

No comments made on this item.

#### **B2.** Universal Transitional Kindergarten Planning

Angelina Molina shared the universal transitional kindergarten (UTK) updates. She shared the tk implementation timeline based on CDE guidelines and requirements. She shared that Beta Academy is projected to increase from 15 current tk students to 20 students in 22-23 and 40 students starting 23-24. ChangeMakers Academy is expected to increase from the current number of 16 tk students to 32 students for 22-23 and 40 tk students after the 23-24 school year. Ms. Molina shared the staffing breakdown for the functional working groups and team talking about the different parts of the implementation process. The RAPID framework being used for decision making was shared. Discussion ensued.

#### **OPEN COMMENTS:**

No comments made on this item.

#### **B3. Finance & Budget Update**

Markus Mullarkey shared an update on the 2021-2022 finances for the organization. He shared that the unduplicated student percentage is better than the previously forecasted because of the number of families that qualified for free and reduced lunch outside of the free and reduced lunch forms. He shared that SSO and schools are continuing to support at funding level despite operational challenges mostly due to stimulus funding being used for pandemic related challenges. The 2021-22 forecast update summary was shared showing overall numbers of financials with a decrease of about \$100,000 in each division's bottom line impact. Mr. Mullarkey also shared a preview of discussions



regarding the 2022-23 budget that will be provided to the Board in June. Board members shared feedback and questions on the forecasted financials.

Mr. Mullarkey shared that because Beta Academy and ChangeMakers Academy had closure dates during the pandemic there is a possibility of submitting a J-13A Emergency Closure Request to receive instruction credit for emergency closures. He shared that the need is still being evaluated at the moment and if need will be brought up at a future meeting.

#### C. Review/ Approval of Consent Items

Jennifer Moses presented the consent calendar item C1.

<u>Tony Adams</u> made a motion to approve Consent Calendar item C1. <u>Margarita Florez Vasconcelos</u> seconded the motion.

- Jennifer Moses- Aye
- Ron Beller- Absent
- Nolan Highbaugh- Absent
- Andrya Huntsman -Absent

- Carolyn Hack- Aye
- Margarita Florez Vasconcelos- Aye
- Tony Adams-Aye
- Katy Vasquez- Aye

#### D. Public Comment

Yuliana Preciado and Jon Doe made a public comment.

Jennifer Moses adjourned the meeting at 5:23 PM.

Next board meeting: 06/2022 @ 4:00 pm via Zoom



#### **SECTION 3: CONSENT CALENDAR ITEMS**

D2. 2022-23 Student Services Policy Manual

# Caliber Schools

# Student Services Policy Manual

Caliber: Beta Academy

Mailing Address: 3269 Blume Dr. #120 Richmond, CA 94806 (510) 685-9886 office www.caliberbetaacademy.org

Caliber: ChangeMakers Academy

Mailing Address: 3269 Blume Dr. #120 Richmond, CA 94806

(707) 980-9023 office www.calibercma.org

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#### **Caliber Schools**

#### **Educational Records and Student Information Policy**

Policy No:	N <u>o: 01</u>
Adopted/Ra	atified: A <u>pril 26, 2017</u>
Revision D	ate: June 17, 2020

The Board of Directors of Caliber Schools ("Charter School" or "Caliber Schools"), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Caliber Schools.

#### I. DEFINITIONS

#### 1. Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Caliber Schools or by a party acting for Caliber Schools. Such information includes, but is not limited to:

- a. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
- b. Grades, test scores, courses taken, academic specializations and school activities;
- c. Special education records;
- d. Disciplinary records;
- e. Medical and health records;
- f. Attendance records and records of past schools attended; and/or g. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- a. Records that are kept in the sole possession of the maker, are used only as a
  personal memory aid, and are not accessible or revealed to any other
  person except a temporary substitute for the maker of the record;
- Records maintained by a law enforcement unit of Caliber Schools that were created by that law enforcement unit for the purpose of law enforcement;

- c. In the case of a person who is employed by Caliber Schools but not in attendance at Caliber Schools, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for any other purpose;
- d. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Caliber Schools;
- e. Records that only contain information about an individual after he or she is no longer a student at Caliber Schools; or
- f. Grades on peer-graded papers before they are collected and recorded by a teacher.

#### 2. Personally Identifiable Information

Personally identifiable information ("PII") is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a students name; the name

of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Caliber Schools reasonably believes knows the identity of the student to whom the education record relates.

#### 3. <u>Directory Information</u>

Caliber Schools may disclose the PII that it has designated as directory information, consistent with the terms of Caliber Schools annual notice provided pursuant to FERPA (20 U.S.C. § 1232g). Caliber Schools has designated the following information as directory information:

- Student's name
- Student's address

- Parent/guardian's address
- Telephone listing
- Student's electronic mail address
- Parent/guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Weight and height of members of athletic teams
- · Degrees, honors, and awards received
  - The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier
  used to communicate in electronic systems that cannot be used to
  access education records without a PIN, password, etc. (A
  student's SSN, in whole or in part, cannot be used for this
  purpose.)
  - Participation in officially recognized activities and sports

#### 4. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

#### 5. Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

#### 6. School Official

A school official is a person employed by Caliber Schools as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Caliber Schools. A school official also may include a volunteer for the Charter School or an independent contractor of Caliber Schools or other party who performs an institutional service or function for which Caliber Schools would otherwise use its own employees and who is under the direct control of Caliber Schools with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

#### 6. Legitimate Educational Interest

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

At the beginning of each school year, Caliber Schools shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory

information; 2) The parent's or eligible student's right to require that Caliber Schools not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Caliber Schools in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. Caliber Schools will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

#### III. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS

At the beginning of each school year, in addition to the notice required for directory information, Caliber Schools shall provide parents and eligible students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

- 1. Inspect and review the student's education records;
- 2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- 3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
- 4. File with the U.S. Department of Education a complaint concerning alleged failures by Caliber Schools to comply with the requirements of FERPA and its promulgated regulations; and
- 5. Request that Caliber Schools not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- 1. The procedure for exercising the right to inspect and review educational records;
- 2. The procedure for requesting amendment of records;
- 3. A statement that Caliber Schools forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes

related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

#### IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the School Leader (also known as the "Principal"). Within five (5) business days, Caliber Schools shall comply with the request.

#### 1. Copies of Education Records

Caliber Schools will provide copies of requested documents within five (5) business days of a written request for copies. Caliber Schools may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### 2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the School Leader to correct or remove any information in the student's education record that is any of the following:

- (1) Inaccurate;
  - (2) An unsubstantiated personal conclusion or inference;
- (3) A conclusion or inference outside of the observer's area of competence;
- (4) Not based on the personal observation of a named person with the time and place of the observation noted;
- (5) Misleading; or
- (6) In violation of the privacy rights of the student.

Caliber Schools will respond within thirty (30) days of the receipt of the request to amend. Caliber Schools' response will be in writing and if the request for amendment is denied, Caliber Schools will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the School Leader sustains any or all of the allegations, the School Leader must order the correction or the removal and destruction of the information. The School Leader or School Leader's designee must then inform the parent or eligible student of the amendment in writing. However, the School Leader shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing,

or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

#### 3. Hearing to Challenge Education Record

If Caliber Schools denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within a thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is inaccurate, misleading or in violation of the privacy rights of the student.

The School Leader or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- 1) The School Leader or designee of a public school other than the public school at which the record is on file;
- 2) A certificated Charter School employee; and
  - 3) A parent appointed by the School Leader or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Caliber Schools to the parent or eligible student no later than twenty (20) days before the hearing.

The School Leader or designee will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the School Leader or his/her designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Caliber Schools' decision regarding the challenge will be made in writing and will include a summary of the evidence and the

reasons for the decision.

If, as a result of the hearing, the Caliber Schools decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Caliber Schools decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy

rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of Caliber Schools, or both. If Caliber Schools places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

Caliber Schools must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records, and Caliber Schools shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

Caliber Schools will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Caliber Schools must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, the Caliber Schools will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Caliber Schools will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

Caliber Schools will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

- 1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
- 2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Caliber Schools will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Caliber Schools will make a reasonable attempt to notify the parent or eligible student of the request for

records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Caliber Schools will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

- 3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- 4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
- 5. Organizations conducting certain studies for the Caliber Schools in accordance with  $20 \text{ U.S.C.} \S 1232g(b)(1)(F)$ ;
- 6. Accrediting organizations in order to carry out their accrediting functions;
- 7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- 8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
- 9. Persons who need to know in cases of health and safety emergencies;
- 10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
- 11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and

online communication on platforms established by Caliber Schools for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Caliber Schools; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by Caliber Schools with respect to that alleged crime or offense. Caliber Schools may disclose the final results of the disciplinary proceeding, regardless of whether Caliber Schools concluded a violation was committed.

#### VI. RECORD KEEPING REQUIREMENTS

Caliber Schools will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Caliber Schools in accordance with 34 C.F.R. §99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Caliber Schools and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Caliber Schools officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Caliber Schools officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Caliber Schools.

Student cumulative records may not be removed from the premises of the Caliber Schools, unless the individual removing the record has a legitimate educational interest, and is authorized by the School Leader, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Caliber Schools premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work

product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

#### VII. COMPLAINTS

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Caliber Schools to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue. S.W. Washington, D.C. 20202-5920

#### **VII. Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- "Mandatory Permanent Student Records": must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  - 1. Legal name of student
  - 2. Date of birth
  - 3. Method of verification of birth date
  - 4. Sex of student
  - 5. Place of birth
  - 6. Name and address of parent of minor student
  - 7. Address of minor student if different than above
  - 8. An annual verification of the name and address of the parent and the residence of the student
  - 9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
  - 10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  - 11. Verification of or exemption from required immunizations
  - 12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- "Mandatory Interim Student Records": Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
  - 1. A log or record identifying those persons (except authorized school personnel)

or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.

- 2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
- 3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
- 4. Language training records
- 5. Progress slips and/or notices
- 6. Parental restrictions regarding access to directory information or related stipulations.
- 7. Parental or adult student rejoinders to challenged records and to disciplinary action
- 8. Parental authorizations or prohibitions of student participation in specific programs
- 9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- "Permitted Student Records": may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  - 1. Objective counselor and/or teacher ratings
  - 2. Standardized test results older than three years
  - 3. Routine discipline data
  - 4. Verified reports of relevant behavioral patterns
  - 5. All disciplinary notices
  - 6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

#### **Caliber Schools**

#### Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Policy No: No: 02\_
Adopted/Ratified: April 26, 2017

Revision Date: June 17, 2020

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Caliber Schools ("Charter School" or "Caliber Schools") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy, and related conditions, and parental status), gender, gender identity, gender expression, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), immigration status, religion (including agnosticism and atheism), religious affiliation, sexual orientation, marital status, age, medical condition, genetic information or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Charter School school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which Charter School does

business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take

appropriate corrective action, if warranted. Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

# Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

ANDY GROSSMAN OR TIM PRUITT, SCHOOL LEADERS
Caliber: Beta Academy
4301 Berk Avenue Richmond CA 9480
Phone Number: (510) 685-9886
AGROSSMAN@CALIBERBETAACADEMY.ORG
TPRUITT@CALIBERBETAACADEMY.ORG

AISHA FORD OR ALESHA WILLIAMS, SCHOOL LEADERS
Caliber: ChangeMakers Academy
500 Oregon Street Vallejo CA 94590
Phone Number: (707) 563-9827
AWILLIAMS@CALIBERCMA.ORG
AISHA@CALIBERCMA.ORG

#### **Definitions**

#### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected characteristics listed above

#### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Charter School.

Charter School is committed to providing a work and educational environment free of sexual

harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinators listed above, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including, but not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - $\circ$  Rape, sexual battery, molestation or attempts to commit these assaults.  $\circ$  Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as: o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually

- suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all inclusive list of prohibited acts under this Policy.

#### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- 1. Placing a reasonable pupil\* or pupils in fear of harm to that pupil's or those pupils' person or property.
- 2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- 3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
- 4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by Charter School.
- \* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

**Electronic act** means the creation and transmission originated on or off the school sites, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- 1. A message, text, sound, video, or image.
- 2. A post on a social network Internet Web site including, but not limited to: a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying,"

- above. "Credible impersonation" means to knowingly and without consent impersonate
- a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- 3. An act of "Cyber sexual bullying" including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. "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.
- 4. Notwithstanding the definitions of "bullying" and "electronic act" 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.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in Caliber Schools' education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Caliber Schools investigate the allegation of sexual harassment.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

#### **Bullying and Cyberbullying Prevention Procedures**

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### 1. Cyberbullying Prevention Procedures

Charter School advises students:

- a. To never share passwords, personal data, or private photos online.
  - b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers.

- Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

Charter School informs Charter School employees, students, and parents/guardians of Charter School's policies regarding the use of technology in and out of the classroom. Charter School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

#### 2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Caliber Schools informs Charter School employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

#### 3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games

- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Charter School's students.

#### **Grievance Procedures**

#### 1. Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

#### 2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the

procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy. Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

ANDY GROSSMAN OR TIM PRUITT, SCHOOL LEADERS
Caliber: Beta Academy
4301 Berk Avenue Richmond CA 9480
Phone Number: (510) 685-9886
AGROSSMAN@CALIBERBETAACADEMY.ORG
TPRUITT@CALIBERBETAACADEMY.ORG

AISHA FORD OR ALESHA WILLIAMS, SCHOOL LEADERS
Caliber: ChangeMakers Academy
500 Oregon Street Vallejo CA 94590
Phone Number: (707) 563-9827
AWILLIAMS@CALIBERCMA.ORG
AISHA@CALIBERCMA.ORG

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Caliber Schools will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the School Leader, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

Caliber Schools acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Caliber Schools prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the

reporter. Individuals alleging retaliation in violation of this Policy may file a grievance using the

procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator, or decision maker, will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

#### 3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

#### 4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Caliber Schools, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days and needs to be delayed or extended due to good cause, the Coordinator will inform the complainant and any other relevant parties of the reasons for the delay or extension and

provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, to provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

#### • Notice of the Allegations

- Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
  - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
  - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
  - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
  - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

#### • Emergency Removal

- Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
- Ocharter School may remove a respondent from Caliber Schools' education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

#### • Informal Resolution

- o If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
  - Provide the parties with advance written notice of:

- The allegations;
- The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
- The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
- Obtain the parties' advance voluntary, written consent to the informal resolution process.
- o Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### • Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- o In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- $\circ$  The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility. <u>Dismissal of a Formal Complaint of Sexual Harassment</u>
  - o If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute

- sexual harassment even if proved, the formal complaint with regard to that conduct
- must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
- Charter School may dismiss a formal complaint of sexual harassment if: The complainant provides a written withdrawal of the complaint to the Coordinator;
  - The respondent is no longer employed or enrolled at Charter School; or The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- o If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

#### • <u>Determination of Responsibility</u>

- The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
  - The allegations in the formal complaint of sexual harassment;
  - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - The findings of facts supporting the determination;
  - The conclusions about the application of Charter School's code of conduct to the facts;
  - The decision and rationale for each allegation;
  - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
     The procedures and permissible bases for appeals.

#### 5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements, or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Caliber Schools or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Caliber Schools in response to a formal complaint of sexual harassment.

#### 6. Right of Appeal

Should the reporting individual find Caliber Schools' resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Caliber Schools' decision or resolution, submit a written appeal to the President of the Caliber Schools Board, who will

review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- Charter School will notify the other party in writing when an appeal is filed. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

#### 7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

Caliber Schools will maintain the following records for at least seven (7) years: • Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant. • Records of any appeal of a formal sexual harassment complaint and the results of that appeal.

- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

#### **Caliber Schools**

# Title IX, Harassment, Intimidation, Discrimination, & Bullying Complaint Form

Your Name:	Date:	
Date of Alleged Incident(s):		
Name of Person(s) you have a complaint against:		
List any witnesses that were present:		

Where did the incident(s) occur?		
Please describe the events or conduct that	are the basis of your c	Page 26 omplaint by providing as much factual
etail as possible (i.e. specific statements; wh		
what did you do to avoid the situation, etc.) (A	ttach additional pages, i	f needed):
•		
-		
hereby authorize Caliber Schools to necessary in pursuing its investigation	n. I hereby certi	fy that the information I have
I hereby authorize Caliber Schools to necessary in pursuing its investigation provided in this complaint is true and pelief. I further understand that pro	n. I hereby certi correct and complete viding false informat rmination.	fy that the information I have to the best of my knowledge and tion in this regard could result in
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### **Caliber Schools**

## **Attendance and Truancy Policy**

Policy No: N	Vo: 03
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Adopted/Ratified: April 26, 2017 Revision Date: June 10, 2019

It is very important for your child to be on time and present every school day. Tardiness and unexcused absences have a negative effect on your child's educational achievement. Since public funding is also tied to student attendance, your child's absence also impacts your school's budget.

#### Late, Tardy, Unexcused Absences

**Late:** A student arriving during the first 30 minutes after the start of the school day is considered late. That student will be marked late on that day's attendance. Once a student accumulates 10 late arrivals they will be required to attend a mandatory family workshop and/or meet with a School Leader to discuss ways to ensure they arrive to school promptly each day.

**Tardy:** A student arriving to class more than 30 minutes after the start of school without a valid excuse is considered tardy. That student will be marked tardy on that day's attendance. When a student is tardy, he or she is <u>missing significant parts of the school day</u>. A student shall be classified as truant if the student is tardy more than 3 times in one school year.

**Unexcused absences:** Proper notification and/or documentation is required for a student's absence from school to be considered excused and to be marked as excused on the child's attendance record. Some kinds of absences may not be considered excused, even with proper documentation. These include but are not limited to the following: non-documented appointments, sick days with no parent notification of the school, oversleeping, car problems, and extra-curricular activities. A student shall be classified as truant if the student is absent without a valid excuse for 3 days in one school year.

Students shall be classified as a chronic truant if the student is absent from school without a valid excuse for 10 percent or more of the school days in one school, from the date of enrollment to the current date.

The chart below explains the type of notification and/or documentation required to "excuse" a child's absence for different reasons.

Reason	Documentation Needed	Other Info.
Personal Illness	Parents' notification required. A Doctor's office signed note for 3 or more consecutive sick days.	When a student has had more than 10 absent days in the school year due to illness, a Doctor's office signed note is required for any additional sick days.
Quarantine	As directed by County or City Department of Health	

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Health related appointments/treatmen ts (medical, dental, optometric, or chiropractic)	Doctor's office signed note	Students in grades 7 and 8 may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
Attending funeral services of immediate family	one (1) day if the service held in California; three (3) days if the service is held out of state	"Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household.
Personal/Family Emergencies (School Leader's discretion)	Parents' notification required	Approved at the discretion of the School Leader
Religious Holiday/Ceremony/ Retreat	Parents' notification required.	The student shall be excused for this purpose on no more than four (4) school days per month
Any absence accompanied by prior approval from the School Leader	Note from School Leader required	
Court Appearances	Notice from court required	
Attendance at the Student's Naturalization Ceremony to become a U.S. Citizen	Parents' notification required.	
Time with immediate family member who is an Active Duty member of the uniformed services	Parents' notification required. Allowed absence period will be determined by the School Leader.	Immediate family member must be called to duty for, on leave from or have immediately returned from deployment to a combat zone or combat support position.

Leaving School During the Day
Under no circumstances may a student leave school and/or go home without the permission of a

parent or guardian. Students who become ill at school must check in at the office and remain at school until the child's parent/guardian arrives/gives permission for the student to leave campus. Students in grades 7 and 8 may be excused from school for the sole purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

It is expected that parents/guardians will make every effort to schedule appointments after school. However, if an appointment during the school day is unavoidable, the family must notify the front office prior to 12pm on the day of the early pickup and bring documentation from the doctor upon return. In cases where documentation is not provided, the early pickup will be unexcused. If there are 5 or more unexcused early pickups in a school year, the School may request a meeting with an administrator and the parent/guardian to discuss further.

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#### **Vacations**

Vacations should be planned around school closures. Any day that a Student is absent for vacation or another reason that is not listed above will be marked as an unexcused absence.

#### First Day of School "No Show" Policy:

When students are not in attendance on the first five (5) days of school, the Charter School will attempt to reach the parent/guardian on a daily basis for each of the first five days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify the school of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the fifth day of school will be dis-enrolled from the school roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option. The school will adhere to the following procedures in such "no show" cases:

- 1. Parents of students who are not in attendance on the first (1) day of school will be contacted by phone to ensure their intent to enroll.
- 2. Parents of students who have indicated their intent to enroll, but have not attended by the third (3) day will receive a letter indicating the student will be disenrolled after the fifth day of school if the student has not attended school without valid excuse.
- 3. Parents of students who have indicated their intent to enroll, but have not attended by the fifth (5) day will receive a phone call reiterating the content of the letter.
- 4. The Charter School will send the Involuntary Removal Notice to the Parent/Guardian and follow the Involuntary Removal Process described below for any students who have not attended by the sixth (6) day, and do not have an excused absence.
- 5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).
- 6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
- 7. The District of Residence will be notified of the student's failure to attend Charter School and the disenrollment within thirty days of the disenrollment.

#### **Truancy Policies**

Truant Student (3 unexcused absences/ tardies)	<ul> <li>Certified letter mailed home to Parents/Guardians</li> <li>Parents/Guardians will receive a phone call from a Parent/School Leader to discuss attendance</li> </ul>
Habitual Truant (9 unexcused absences/tardies)	<ul> <li>Certified letter mailed home to Parents/Guardians</li> <li>Parents/Guardians will be asked to attend an attendance meeting with a school team member</li> <li>Student and Parents required to sign an Attendance Contract</li> </ul>

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Student Attendance Review Team ("SART") meeting (10 unexcused absences/tardies)	<ul> <li>Certified letter mailed home to Parents/Guardians</li> <li>Parents/Guardians require to meet with representative of</li> <li>Charter School SART Board</li> <li>SART contract signed clearly stating further truancy may result in a referral to the District Attorney ("DA")</li> </ul>
Referral to County DA office of Truancy (10+ Unexcused Absences/Tardies and/or violation of SART contract)	<ul> <li>Summons to appear in court, possible court ordered parenting class, fine, and/or misdemeanor charge</li> <li>Possible court ordered parenting class</li> <li>Possible fines and/or misdemeanor charges</li> </ul>
Voluntary Disenrollment (10+ Consecutive Unexcused Absences)	Parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, and/or
	<ul> <li>Student is in violation of the SART contract</li> <li>Then the SART panel can recommend that the student be deemed to have voluntarily disenrolled in compliance with the Involuntary Removal Process and notification of the disenrollment be sent to the student's district of residence</li> </ul>

#### **SART PANEL:**

The SART panel will be composed of the School Leader, the Student's teacher, the Operations Lead and the Assistant Principal.

The SART panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

- a. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
- b. The parent and student shall be required to sign a contract formalizing the agreement by the parents to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
  - i. Parent/guardian to attend school with the child for one day
  - ii. Student retention
  - iii. After school detention program and/or Saturday school
  - iv. Required school counseling
  - v. Loss of field trip privileges
  - vi. Loss of school store privileges
  - vii. Loss of school event privileges

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- viii. Required remediation plan as set by the SART
  - ix. Notification to the District Attorney.
- c. The SART panel may discuss other school placement options.
- d. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known district of residence.

For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

#### **Involuntary Removal Process**

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the pupil and an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. 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 suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through 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. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

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A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

#### **Non-Discrimination**

These policies will be enforced fairly, uniformly, and consistently without regard to 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, pregnancy, or association with an individual who has any of the aforementioned characteristics).

#### Reports

The School Leader, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

#### **Caliber Schools**

### **Uniform Complaint Procedures**

Policy No:No: 0	14
Adopted/Ratified:	April 26, 2017

Revision Date: <u>August 30, 2018</u>

Caliber Schools' ("Charter School") policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, Bilingual Education, Economic Impact Aid, and Tobacco-Use Prevention Education.
- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

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b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to,

#### all of the following:

- i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
- iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
- d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula, Local Control and Accountability Plans or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
- (5) Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.
- (6) Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma. If the Charter School finds merit in a complaint, of if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

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The Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible) the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This

includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the School Leader or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

#### Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

#### For complaints related to Caliber: Beta Academy:

ANDY GROSSMAN OR TIM PRUITT, SCHOOL LEADERS

Caliber: Beta Academy
4301 Berk Avenue Richmond CA 9480
Phone Number: (510) 685-9886
AGROSSMAN@CALIBERBETAACADEMY.ORG

TPRUITT@CALIBERBETAACADEMY.ORG

#### For complaints related to Caliber: ChangeMakers Academy:

ALESHA WILLIAMS OR AISHA FORD, SCHOOL LEADERS

Caliber: ChangeMakers Academy 500 Oregon Street Vallejo CA 94590 Phone Number: (707) 563-9827 <u>AWILLIAMS@CALIBERCMA.ORG</u> AISHAFORD@CALIBERCMA.org

If the complaint is regarding the designated individual above, complaints can be directed to the following alternate compliance officer:

MARKUS MULLARKEY, CHIEF OPERATING OFFICER
Caliber Schools
3260 Blume Drive Suite 120, Richmond, CA 94806
Phone Number: 510-640-4407

The School Leader or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the School Leader or designee. Should a complaint be filed against the School Leader, the compliance officer for that case shall be the President of the Charter School Board of Directors.

#### **Notifications**

The School Leader or designee shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The School Leader or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

#### The annual notice shall include the following:

- (a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision.
- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

#### Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### • Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the

complainant first obtained knowledge of the facts of the alleged unlawful discrimination,

harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint.

#### • Step 2: Mediation

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

#### • Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### • Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

#### • Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

- 1. The findings of fact based on evidence gathered.
- 2. The conclusion(s) of law.
- 3. Disposition of the complaint.
- 4. Rationale for such disposition.
- 5. Corrective actions, if any are warranted.
- 6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
- 7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
- 8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the School Leader or designee shall forward the following documents to the CDE:

- 1. A copy of the original complaint.
- 2. A copy of the decision.
- 3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
- 4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
- 5. A report of any action taken to resolve the complaint.
- 6. A copy of the Charter School's complaint procedures.
- 7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

#### <u>Civil Law Remedies</u>

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

#### **UNIFORM COMPLAINT PROCEDURE FORM**

Last Name:		First Name	e/MI:	
Student Name (if applicable):		Grade	: Date of Birth:	
Street Address/Apt. #:				
City:		State:	Zip Code:	
Home Phone:	Cell Phone:	W	ork Phone:	
School/Office of Alleged Violation:				

American Indian Education Child Development Programs Migrant Education Special Education Special Fees Bilingual Education	After School Education and Safety Consolidated Categorical Aid Child Nutrition No Child Left Behind Programs Every tudent Succeeds Act Prog. State Preschool	A to in your complaint, if applicable: Agricultural Vocational Education Career/Technical Education Foster/Homeless Youth Regional Occupational Programs Tobacco-Use Prevention Education Lactating Pupils Economic Impact Aid Juvenile Court School Pupils
For allegation(s) of unlawful discrimination		
unlawful discrimination, harassment, intin		
Age	Gender / Gender Expression / Gender	
	Identity Genetic Information	Sexual Orientation (Actual or Perceived)
Color		Based on association with a person or group with one or more of these actual
Disability (Mental or Physical) Ethnic Group	National Origin	or perceived characteristics
Identification Medical Condition Immigration Status	Race or Ethnicity Religion	Marital Status
	may be helpful to the complaint investi	D
Have you discussed your complaint of whom did you take the complaint,		er School personnel? If you have, to

Please provide copies of	any written documents that may be releva-	ant or	supportive of your complaint. I	
	have attached supporting documents.	Yes	No	
Signature:			Date:	
Mail complaint and any r	elevant documents to:			

#### For complaints related to Caliber: Beta Academy:

ANDY GROSSMAN OR TIM PRUITT, SCHOOL LEADERS
Caliber: Beta Academy
4301 Berk Avenue Richmond CA 9480
Phone Number: (510) 685-9886
AGROSSMAN@CALIBERBETAACADEMY.ORG
TPRUITT@CALIBERBETAACADEMY.ORG

### For complaints related to Caliber: ChangeMakers Academy:

ALESHA WILLIAMS OR AISHA FORD, SCHOOL LEADERS
Caliber: ChangeMakers Academy
500 Oregon Street Vallejo CA 94590

Phone Number: (707) 563-9827 <u>AWILLIAMS@CALIBERCMA.ORG</u> <u>AISHAFORD@CALIBERCMA.ORG</u>

# Caliber Public Schools Suspension/Expulsion Policy

Policy No:No. 05	
Adopted/Ratified:	
Revision Date: <u>June 17, 2020</u>	

#### Introduction

#### **Policy**

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Caliber Public Schools (the "Charter School" or "Caliber"). In creating this policy, Caliber Public Schools has reviewed Education Code Section 48900 *et seq.*, which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing the 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.* Caliber Public Schools is committed to annual review of policies and procedures surrounding suspensions, expulsions, involuntary removal, 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 the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students.

This policy and its procedures will be printed and distributed annually as part of the Family Handbook at each school operated by the Charter School and will clearly describe discipline expectations. Caliber shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this policy and procedures are available on request at the Charter School office.

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

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.

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

A student identified as an individual with disabilities or for whom Caliber 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. Caliber Public Schools will follow all applicable federal and state laws including but not limited to 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 Caliber Public Schools has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (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 or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent or guardian, or the student's 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, Caliber 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 suspensions or expulsions pursuant to the suspension and expulsion procedures described below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

#### 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; d) during, going to, or coming from a school-sponsored activity.

#### **B. Enumerated Offenses**

- 1. <u>Discretionary Suspension Offenses:</u> 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 same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre- initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or

mental harm to a former, current, or prospective pupil. For purposes of this 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 his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes

of this 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 pupils in any of grades 4 to 8, inclusive.

- r) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - a) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - b) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - c) Causing a reasonable student to experience substantial interference with his or her academic performance.
    - d) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by Caliber Public Schools.
  - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - a) A message, text, sound, video, or image.
    - b) A post on a social network Internet Web site including, but not limited to: i. Posting to or creating a burn page. 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.
      - ii. Creating a credible impersonation of another actual pupil for the purpose of

having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated. iii. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- c) An act of cyber sexual bullying.
  - i. 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 pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of 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.
  - ii. 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 pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife 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 School Leaders 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 School Leaders or designee concurrence.
  - b) Brandishing a knife at another person
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261,

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

- 3. <u>Discretionary Expellable Offenses:</u> 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 same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
  - m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this 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 his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this 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 pupils in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 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:

- a) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- b) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- c) Causing a reasonable student to experience substantial interference with his or her academic performance.
- d) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the 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:
  - a) A message, text, sound, video, or image.
  - b) A post on a social network Internet Web site including, but not limited to: i. Posting to or creating a burn page. 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.
    - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - iii. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - c) An act of cyber sexual bullying.
    - i. 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 pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of 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.
    - ii. 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 pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other 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 School Leaders' or designee's concurrence.
- 4. N<u>on-Discretionary Expellable Offenses</u>: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Leaders' or designee's concurrence.
  - b) Brandishing a knife at another person
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of 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 term "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than  $3\frac{1}{2}$  inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

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

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not

limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

#### C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

#### 1. Conference

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

The conference may be omitted if the School Leaders 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 him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(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 or guardian at the conference.

#### 2. Notice to Parents/Guardians

At the time of the suspension, the School Leaders 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 School Leaders or School Leader's 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 or guardian, unless the student and the student's parent or guardian fail to attend the conference.

This determination will be made by the School Leaders 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, upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 8, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil 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 pupil either upon the pupil'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 pupil'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 School Leaders 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 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 Caliber 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. <u>Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses</u>

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

contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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

#### G. Record of Hearing

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

#### H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled 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 his or her 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 his/her educational program.

The Board of Directors may also take action 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 pupil to the pupil'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 pupil is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this policy if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing pupil conduct. If the Board revokes the suspension of an expulsion order, the pupil 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 in the same manner to all pupils, 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 School Leaders 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:

- 1. Notice of the specific offense committed by the student; and
- 2. 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 Caliber Public Schools.

The School Leaders or designee shall send a copy of the written notice of the decision to expel to the authorizer.

This notice shall include the following:

- a) The student's name; and
- b) The specific expellable offense committed by the student

#### K. Disciplinary Records

Caliber Public Schools shall maintain records of all student suspensions and expulsions at Caliber Public Schools. Such records shall be made available to the authorizer 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 year from the date of expulsion when the student may reapply to Caliber Public Schools 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 School Leaders or designee and the student and the 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 School Leaders or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her 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 pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

### Q. <u>Special Procedures for the Consideration of Suspension, Expulsion or Involuntary</u> Removal of Students with Disabilities

#### 1. Notification of SELPA

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

#### 2. Services During Suspension

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

#### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, 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 Caliber Public Schools, 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 Caliber Public Schools, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

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

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

#### 4. Due Process Appeals

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

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

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

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

#### 5. Special Circumstances

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

The School Leader 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:

- I. 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 Caliber Public Schools supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- II. The parent has requested an evaluation of the child.
- III. The child's teacher, or other Caliber Public Schools personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Caliber Public Schools 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 Caliber Public Schools pending the results of the evaluation.

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

#### **Caliber Schools**

#### **Student Use of Technology Policy**

Policy No:No: 06
Adopted/Ratified: April 26, 2017
Revision Date: August 30, 2018

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Caliber Schools (the "Charter School") offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

#### **Educational Purpose**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**"Educational purpose"** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

"Inappropriate use" means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement below.

#### **Notice and Use**

The Charter School shall notify students and parents/guardians about authorized uses of school computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School's technological resources, the student's parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student's parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless

the Charter School and Charter School personnel for any damages or costs incurred.

#### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, misuse, or user mistakes or negligence.

To reinforce these measures, the School Leader or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The School Leader or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The School Leader or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using Charter School technology.

- <sup>1</sup> "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:
  - ∘ Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property. ∘ Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - Causing a reasonable pupil to experience substantial interference with his or her academic performance. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- o A message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
  - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
  - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects of bullying. A "false

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

OAn act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. 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. The term "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.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the School Leader or designee shall block access to such sites on Charter School computers with Internet access. The School Leader or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

#### ACCEPTABLE USE AGREEMENT

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of school computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

- 1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
- 2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.

- 3. Protection Measures. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, misuse, or user mistakes or negligence. The student and parent agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse, or negligence. They also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.
- 4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate school policy or local law. These include but are not limited to:
  - a. Playing games or online gaming other than with the permission of a teacher or authorized charter school staff person.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
  - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of school policy, or local, state or federal law. f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Participating in political activities.
  - h. Conducting for-profit business.
  - i. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
  - j. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - k. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - 1. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- 5. No Expectation of Privacy. Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
- 6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use. Students who violate this Agreement will be subject to

discipline which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with applicable laws.

9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of the parent/guardian is mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties.

As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.

I understand that computer use is a privilege and not a right. I understand that if I violate this policy in any way, I will be subject to a referral and possible suspension. I understand that the parent or guardian of a minor student shall be liable for the replacement cost for property the Charter School loaned to the student that the student fails to return or that is willfully cut, defaced or otherwise damaged, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code 48904).

Student Name (please print):	Grade:
Parent/Guardian Name (Please Print):	
Parent/Guardian Signature:	Date:

#### **Caliber Schools**

# Classroom and School Volunteer, Visitation, and Removal Policy

Policy No:No: 07_	
Adopted/Ratified:Apr	ril 27, 2017
Revision Date: Augus	st 30, 2018

While Caliber Schools encourages parents/guardians and interested members of the community to visit the charter school and view the educational program, Caliber Schools also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, Caliber Schools has established the following procedures, to facilitate volunteering and visitations during regular school days:

#### **Volunteering**

Parents or guardians who are interested in volunteering in the classroom must adhere to the

#### following guidelines:

- 1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
- 2. A volunteer shall also have on file with Caliber Schools a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Caliber Schools Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
- 3. Volunteering must be arranged with the classroom teacher and School Leader or designee in advance.
- 4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.
- 5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality.
- 6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
- 7. This Policy does not authorize Caliber Schools to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

#### **Visitation**

- Visits during school hours should first be arranged with the teacher and School Leader or designee in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time in advance. Parents seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher.
- 2. All visitors shall register in the Visitors Log Book and complete a Visitor's badge in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering

- school grounds, and proof of identity. For purposes of school safety and security, the School Leader or designee shall design a visible means of identification for visitors while on school premises.
- 3. Except for unusual circumstances, approved by the School Leader, Caliber Schools visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per trimester.
- 4. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Charter School shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Charter School, consistent with the law. The Charter School Governing Board and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
  - For purposes of school safety and security, the School Leader or designee shall design a visible means of identification for visitors while on school premises.
- 4. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and School Leader's written permission.
- 5. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
- 6. The School Leader, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
- 7. The School Leader or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Caliber Schools' orderly operation. If consent is withdrawn by someone other than the School Leader, the School Leader may reinstate consent for the visitor if the School Leader believes that
  - the person's presence will not constitute a disruption or substantial and material threat to Caliber Schools' orderly operation. Consent can be withdrawn for up to fourteen (14) days.
- 8. The School Leader or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the School Leader or designee

- shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
- 9. Any visitor that is denied registration or has his/her registration revoked may request a conference with the School Leader. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the School Leader with fourteen (14) days of the denial or revocation of consent. The School Leader shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the School Leader shall be held within seven (7) days after the School Leader receives the request. If no resolution can be agreed upon, the School Leader shall forward notice of the complaint to the Caliber Schools Board of Directors. The Caliber Schools Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.
- 10. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the School Leader or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
- 11. The School Leader or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

#### **Penalties**

- 1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
- 2. Under California Education Code section 44811, disruption by a parent, guardian or other person at a school or school sponsored activity is punishable, upon the first conviction by a fine or no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.
- 3. Disruptive conduct may lead to Caliber Schools' pursuit of a restraining order against a visitor, which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

#### **Caliber Schools**

# **General Complaint Policy**

Policy	v No:	No: 08	

Adopted/Ratified: April 26, 2017 Revision Date: August 30, 2018

Caliber Schools ("Charter School") has adopted this General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy Harassment and/or the Charter School's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

## <u>INTERNAL COMPLAINTS</u>(Complaints by Employees against Employees)

This section of the policy is for use when an Charter School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the School Leader or designee:

- 1. The complainant will bring the matter to the attention of the School Leader as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- 2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Leader or designee will then investigate the facts and provide a solution or explanation;
- 3. If the complaint is about the School Leader, the complainant may file his or her complaint in a signed writing to the Chief Schools Officer, who will then confer with the Charter Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Charter Board. The Chair or investigator will report his or her findings to the Charter Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, Charter School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

#### **POLICY FOR COMPLAINTS GENERALLY**

(General Complaints and Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about Charter School generally, or a Charter School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School Leader or Chair of the Charter Board (only if the complaint concerns the School Leader) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the School Leader (or designee) shall abide by the following process:

- 1. The School Leader or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the School Leader or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.
- 2. In the event that the School Leader (or designee) finds that a complaint is valid, the School Leader (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of Charter School, the School Leader may take disciplinary action against the employee. As appropriate, the School Leader (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- 3. The School Leader's (or designee's) decision relating to the complaint shall be final unless it is appealed to the CSO. The decision of the CSO shall be final.

#### **GENERAL REQUIREMENTS**

- 1. <u>Confidentiality</u>: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- 2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process. 3. Resolution: The CEO (if a complaint is about the School Leader) or the School Leader or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

# **General Complaint Policy Complaint Form**

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you have a complaint agains	t:
List any witnesses that were present:	
Where did the incident(s) occur?	
providing as much factual detail as possib	es, or conduct that are the basis of your complaint by the le (i.e. specific statements; what, if any, physical contact did you do to avoid the situation, etc.) (Attach additional
pursuing its investigation. I hereby certify that correct and complete to the best of my	se the information I have provided as it finds necessary in t the information I have provided in this complaint is true and knowledge and belief. I further understand providing false linary action up to and including termination.
	Date:
Signature of Complainant	
Print Name	
To be completed by Caliber Schools:	
Received by:	
Ca	liber Schools

# **Guidelines for Physical Restraints of Students at Caliber Schools**

Policy No: \_\_No. 09\_\_\_\_\_

Adopted/Ratified: April 26, 2016 Revision Date: August 30, 2018

#### **General Guidance**

The governing board of Caliber Schools, acting in its capacity as a local education agency ("LEA"), recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education ("FAPE") and that the use of behavioral techniques within the classroom setting may be needed on an individualized basis to provide FAPE. The LEA governing board also recognizes that any effort to change the behavior of another individual represents a degree of intrusion into that individual's life. To justify that intrusion, reasonable assurances must be given that, as a result of the intervention, the individual's behavior will change in a timely manner and that this change will benefit the individual. Therefore, in accordance with law, all efforts to change behavior must be based on effective techniques and the least intrusive procedure likely to be effective will be used.

#### **Use of Physical Restraint**

Each School Leader shall ensure that physical restraint/emergency interventions will only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior. No emergency intervention shall be employed for longer than is necessary to contain the behavior. Physical restraint shall be limited to the use of such reasonable force as is necessary to protect a student or another member of the school community from assault or imminent, serious, physical harm.

Physical restraint shall not include:

- 1. Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- 2. Employment of a device, material, or objects that simultaneously immobilize all four extremities, except that techniques such as prone containment may be used as an emergency intervention by staff trained in those procedures.
- 3. An amount of force that exceeds that which is reasonable and necessary under the circumstances.

#### Referral to Law Enforcement or Other State Agencies

A situation that requires prolonged use of an emergency intervention shall require the School staff to seek assistance of the School Leader or law enforcement agency, as applicable to the situation. In circumstances in which any employee or employees at a Caliber Schools campus are mandated by law to report criminal activity, the School Leader of the school shall ensure that school personnel

are not prohibited from:

- 1. The right of any individual to report to appropriate authorities a crime committed by a student or other individual; or
- 2. Law enforcement, judicial authorities, or school security personnel from exercising their responsibilities, including the physical detainment of a student or other person alleged to have committed a crime or posing a security risk.

#### **Administration of Physical Restraint**

Each School Leader shall ensure that whenever possible:

- 1. School personnel who have obtained certification from a certified physical restraint agency training shall administer physical restraint on students.
- 2. The administration of a restraint shall be witnessed by at least one (1) adult who does not participate in the physical restraint.

Each School Leader shall also ensure:

- 1. A person administering a physical restraint shall use only the amount of force necessary to protect the student or others from physical injury or harm.
- 2. A person administering a physical restraint shall use the safest method available and appropriate to the situation following the safety requirements set forth below. 3. A person administering a physical restraint shall use only the amount of time necessary to allow the student to de-escalate.

#### **Safety Requirements**

The following safety requirements are required for the use of physical restraint: 1. No restraint shall be administered in such a way that the student is subject to interventions that are designed or are likely to cause pain or that subject students to verbal abuse, humiliation or ridicule; that deprive students of any of their senses or of sleep, food, water or shelter or proper supervision; or that involve the use of noxious sprays or substances. 2. During the administration of a restraint, a staff member shall continuously monitor the physical status of the student, including skin color and respiration. A restraint shall be released immediately upon a determination by the staff member administering the restraint that the student is no longer at risk of causing imminent physical harm to him or herself or others.

- 3. Restraint shall be administered in such a way so as to prevent or minimize physical harm. If, at any time during a physical restraint, the student demonstrates significant physical distress, the student shall be released from the restraint immediately, and school staff shall take steps to seek medical assistance.
- 4. School staff shall review and consider any known medical or psychological limitations and/or behavioral intervention plans regarding the use of physical restraint on an individual student. 5. Following the release of a student from a restraint, the school shall implement follow-up procedures. These procedures shall include reviewing the incident with the student to address the behavior that precipitated the restraint, reviewing the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed, and consideration of whether any follow up is appropriate for the student or any student who witnessed the incident.

#### **Reporting Requirements**

The parent or guardian shall be notified within one (1) school day if an emergency intervention is used or serious property damage occurs. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs. The behavioral emergency report shall include all of the following:

- 1. The name and age of the individual with exceptional needs.
- 2. The setting and location of the incident.
- 3. The name of the staff or other persons involved.
- 4. A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
- 5. Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

School staff shall verbally report the use of physical restraints to the School Leader as soon as possible. If the School Leader is out, the Assistant Principal shall be notified. All School Leaders (or any designee thereof) shall maintain an ongoing record of all reported instances of physical restraint at each campus. Each School Leader (or designee) shall verbally inform the student's parents or guardian of the restraint as soon as practically possible, and provide the written behavioral emergency report postmarked no later than within one (1) school day following the use of restraint. If the school customarily provides the parent or guardian of a student with necessary school-related information in a language other than English, the written restraint report shall be provided to the parent or guardian in that language.

#### **Special Education Students**

If a behavioral emergency report is written regarding an individual with exceptional needs who does not have a behavioral intervention plan ("BIP"), the School Leader (or designee) shall, within two (2) days, schedule an individualized education program ("IEP") team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the FBA, not developing an interim plan, or both. If a behavioral emergency report is written regarding an individual with exceptional needs who has a positive BIP, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive BIP.

#### **Caliber Schools**

# Youth Suicide Prevention Policy

Policy No:1	No: 10
Adopted/Ratif	ied: A <u>pril 26, 2017</u>
Revision Date	: June 17, 2020

The Governing Board of Caliber Schools ("Charter School" or "Caliber Schools") recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with Caliber Schools and community stakeholders, Caliber Schools school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating Caliber Schools' strategies for suicide prevention and intervention. Caliber Schools must work in conjunction with local government agencies, community

based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Caliber Schools shall appoint an individual (or team) to serve as the suicide prevention point of contact (See section E below) for each Charter School campus. The suicide prevention point of contact for Caliber Schools and the School Leader shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

#### A. Staff Development

Caliber Schools, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

#### Training:

• All suicide prevention trainings shall be offered under the direction of mental health

professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to

suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
  - o Suicide risk factors, warning signs, and protective factors;
  - o How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <a href="http://cal-schls.wested.org/">http://cal-schls.wested.org/</a>; and
  - o Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - Youth affected by suicide;
    - o Youth with a history of suicide ideation or attempts;
    - o Youth with disabilities, mental illness, or substance abuse disorders;
    - o Lesbian, gay, bisexual, transgender, or questioning youth;
    - Youth experiencing homelessness or in out-of-home settings, such as foster care; and/or
    - o Youth who have suffered traumatic experiences.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components: 

  The impact of traumatic stress on emotional and mental health;
  - o Common misconceptions about suicide;
  - o Charter School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - o The factors associated with suicide (risk factors, warning signs, protective factors);
  - o How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide

- and (based on Caliber Schools guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Caliber Schools guidelines;
- Procedures Caliber Schools approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- Caliber Schools approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- o Responding after a suicide occurs (suicide postvention);
- o Resources regarding youth suicide prevention;
- o Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide; and/or
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

#### **B.** Employee Qualifications and Scope of Services

Employees of Caliber Schools must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

#### C. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This Youth Suicide Prevention Policy shall be easily accessible and prominently displayed on the Caliber Schools Web page and included in the Caliber Schools Family Handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
  - o Suicide risk factors, warning signs, and protective factors.
  - How to talk with a student about thoughts of suicide.
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
  - Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <a href="https://www.save.org/product/parents-as-partners/">https://www.save.org/product/parents-as-partners/</a>

#### D. Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Caliber Schools along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with Caliber Schools and is characterized by caring staff and harmonious interrelationships among students.

Caliber Schools' instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

Caliber Schools' instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding Caliber Schools' suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

Caliber Schools will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

### **E. Intervention and Emergency Procedures**

Caliber Schools designates the following administrators at each campus to act as the primary and secondary suicide prevention liaisons:

- Primary Liaison: School Psychologist
- Secondary Liaison(s): School Leader and SEL Leads

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Leader or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at Caliber Schools or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

### 1. Ensure the student's physical safety by one or more of the following, as appropriate:

- Securing immediate medical treatment if a suicide attempt has occurred.
- Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
- Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
- Remaining calm, keeping in mind the student is overwhelmed, confused, and

emotionally distressed.

- Moving all other students out of the immediate area.
- Not sending the student away or leaving him/her alone, even to go to the restroom;
- Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
- Promising privacy and help, but not promising confidentiality.
- **2**. Document the incident in writing as soon as feasible.
- **3**. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
- **4**. After a referral is made, Caliber Schools shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, Caliber Schools may contact Child Protective Services.
- **5**. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Caliber Schools.
- **6**. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Caliber Schools campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Caliber Schools' safety plan. After consultation with the School Leader or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Leader or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Caliber Schools staff may receive assistance from Caliber Schools counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Caliber Schools campus and unrelated to school activities, the School Leader or designee shall take the following steps to support the student:

- **1**. Contact the parent/guardian and offer support to the family.
- 2. Discuss with the family how they would like Caliber Schools to respond to the attempt while

minimizing widespread rumors among teachers, staff, and students.

- **3**. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
- **4**. The suicide prevention liaisons shall handle any media requests.
- **5**. Provide care and determine appropriate support to affected students.
- **6**. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

#### F. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in Caliber Schools activities to notify a teacher, the School Leader, another Caliber Schools administrator, psychologist, Caliber Schools counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Caliber Schools staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

#### **G.** Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. Caliber Schools shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

#### The suicide prevention liaison shall:

#### Coordinate with the School Leader to:

- Confirm death and cause:
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response; and
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass
- o notification).

#### Coordinate an all-staff meeting, to include:

• Notification (if not already conducted) to staff about the suicide death;

- Emotional support and resources available to staff;
- Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration); and share information that is relevant and that which the Charter School has permission to disclose.

### Prepare staff to respond to needs of students regarding the following:

- Review of protocols for referring students for support/assessment;
- Talking points for staff to notify students; and resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson if needed
- Include long-term suicide postvention responses:
- Consider important dates (i.e., anniversary of death, deceased birthday, graduation,
- o or other significant event) and how these will be addressed
- o Support siblings, close friends, teachers, and/or students of deceased
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

#### **Student Identification Cards**

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. Caliber Schools will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

# CALIBER CHARTER SCHOOLS TRANSPORTATION SAFETY PLAN

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Adopted/Ratified: April 27, 2017

517 83

Revision Date: August 30, 2018

Because Caliber Schools ("Caliber") provides transportation to or from certain Caliber school activities, the Caliber Schools Board of Directors ("Board") has approved the following transportation safety plan, which contains procedures for Caliber personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each Caliber school and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Caliber policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the Caliber discipline policy.

#### **Definitions**

- **1**. "School bus" is any motor vehicle designed, used, or maintained for the transportation of a Caliber pupil at or below the grade 12 level to or from a Caliber school or to and from Caliber activities.
- 2. "School activity bus" is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Caliber and carrier to transport Caliber pupils at or below the grade 12 level to or from a Caliber school activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

#### **Determining Whether a Student Requires an Escort**

Caliber will make every reasonable effort to have students load/unload without crossing the street. If a student's home address is located on the opposite side of the street of the actual bus stop, then Caliber and *California Vehicle Code 22112(d)* requires the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Caliber requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

# Procedures for Kindergarten through Eighth Grade Pupils Regarding Boarding and Exiting the Bus

Caliber has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Caliber is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

#### **Boarding:**

- 1. Caliber will make every reasonable effort to have students load/unload without crossing the street
- 2. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
- 3. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
- 4. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
- 5. Students are to remain seated at all times while the bus is in motion.
- 6. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
- 7. Students are to follow the directions of the bus driver while they are aboard the bus.
- 8. Students are responsible to follow all rules and regulations.

#### **Exiting:**

- 1. Students shall stay seated until the bus comes to a complete stop.
- 2. Caliber will make every reasonable effort to have students load/unload without crossing the street
- 3. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
- 4. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
- 5. Students will unload in an orderly manner using the handrails.
- 6. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by his/her parent and endorsed by the School Leader.
- 7. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
- 8. Students should always use crosswalks and controlled intersections when available, and should not cross in the middle of the block.
- 9. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

Procedures for All Students to Follow as They Board or Exit a School Bus at a Caliber School

#### or Other School Activity Location

Caliber has created the following procedures to govern the safe entry and exit of all students at their Caliber school or other school activity location.

#### **Boarding Buses at School Site or School Activity Location:**

- 1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
- 2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
- 3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Caliber staff shall inform the driver, and the driver will begin the boarding process.
- 4. Caliber will make every reasonable effort to have students load/unload without crossing the street
- 5. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kids, fire extinguishers, etc.
- 6. Upon completion of the presentation, the driver will depart when safe to do so.

#### **Exiting Buses at School Site or School Activity Location:**

- 1. Caliber will make every reasonable effort to have students load/unload without crossing the street
- 2. Upon arrival at the Caliber school, the driver shall take the bus to the designated student drop off area.
- 3. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
- 4. Upon arrival at the school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Caliber teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.

- c. When the Caliber teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
- 5. Students exiting the bus at either a Caliber school or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Caliber staff and the bus driver.

# Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus

Caliber staff members should always be involved and active in the supervision of the loading and unloading of students at Caliber school sites and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

#### To do this, Caliber staff shall adhere to the following procedures:

- 1. Before leaving the school site for a school activity, the Caliber teacher/head chaperone for the trip shall ensure he/she has a copy of the class roster with all student names.
- 2. Once the bus reaches the destination, a Caliber teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
- 3. A Caliber staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
- 4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Caliber teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student that he/she is present.
- 5. The Caliber teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

# Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus

Caliber shall follow its applicable policies and procedures, including its visitor and volunteer policy,

for designating an adult chaperone other than the school bus driver to accompany students on a bus on a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

#### Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety

Caliber shall ensure that all students in kindergarten through grade 12 who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger

safety.

#### <u>Instruction for Students who were not Previously Transported in a School Bus</u>

Upon registration, the parents/guardians of students who are in transitional kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

#### 1. General rules of conduct at school bus loading zones, such as:

- a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line;
- b. Students are not to play in or be in the street or private property
- c. Students shall be on the proper side of the street before the bus arrives at the bus stop;
- d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time:
- e. If the student is late and needs to cross the street that the bus is stopped on, he/she must wait for the bus driver to escort him/her across the street;
- f. Students should not approach the bus until it comes to a complete stop at the stop;
- g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving;
- h. Students should understand the bus driver is in charge at all times, and students should follow his/her directions;
- i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped;
- j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
- 2. Red light crossing instructions, consistent with this Plan;
- 3. School bus danger zone(s);

Additionally, at least once in each school year, all students in kindergarten through grade 8, inclusive, who receive home-to-School transportation shall receive safety instruction that includes, but is not limited to, the following information:

- 1. Proper boarding and exiting procedures, such as those as outlined in this Plan;
- 2. Procedures when an escort by the bus driver is required;
- 3. How to safely cross the street, highway, or private road;
- 4. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.
- 5. Proper passenger conduct;
- 6. Bus evacuation procedures;
  - a. As part of the evacuation instruction, students shall practice evacuating the bus through the emergency exit doors.
- 7. Location of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.

Each time this instruction is provided to students in kindergarten through grade 8, Caliber that instruction shall be documented in the following manner. This information shall remain on file at Caliber for one (1) year from the date of the instruction, and shall be subject to inspection by the Department of California Highway Patrol upon request:

- 1. Name of the School;
- 2. Location of the School:
- 3. Date of instruction;
- 4. Names of supervising adults;
- 5. Number of students participating;
- 6. Grade levels of students;
- 7. Subjects covered in the instruction;
- 8. Amount of time taken for the instruction;
- 9. Bus driver's name

- 10. Name of person providing the instructions
- 11. Bus number; and
- 12. Additional relevant remarks.

#### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, Caliber shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

- 1. Location of emergency exits; and
- 2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.

Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less *Pursuant to Vehicle Code 34501.6*, Caliber is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

#### For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the School Leader that atmospheric conditions have reduced
- visibility to 200 feet or less.
- 2. The School Leader may consult with legal counsel as needed.
- 3. The School Leader may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the School Leader.

# **Independent Study Policy**

Policy No:	No: 12
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Adopted/Ratified: April 26, 2017

Revision Date: June 10, 2019

It is imperative that your student attends school daily. Lost classroom time is difficult to replace. In certain circumstances though, students may want or need to be absent from school, but continue to participate in their studies. In such cases, you may request that your student be placed on "independent study," during which time he or she will be provided with a course of instruction to be completed away from school.

Caliber Schools ("School") may offer independent study to meet the educational needs of pupils enrolled in the School. For the purposes of this Policy, the term "School" encompasses each of the one or more charter schools operated by Caliber Schools. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

# The following written policies have been adopted by the Board for implementation at the School:

- 1. For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- 2. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the School Leader or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
- 3. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
  - ◆ The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
  - ♦ The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
  - ♦ The specific resources, including materials and personnel, that will be made available

to the pupil.

- ♦ A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- ♦ The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one (1) school year.
- ♦ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- ♦ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to *Education Code Section 48915 or 48917*, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- ♦ Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- 4. The School shall comply with the *Education Code Sections 51745 through 51749.3* and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.
- 5. The School Leader shall establish regulations to implement these policies in accordance with the law.

Caliber Schools Education for Homeless Children and Youth Policy Policy No: \_\_No. 13\_\_\_\_\_

Adopted/Ratified:April 26, 2017 Revision Date: August 30, 2018

The Board of Directors of Caliber Schools ("Charter School"), desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state of California academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

#### Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

- 1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- 2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- 3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- 4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent

or guardian) may be considered homeless if they meet the above definition of "homeless." Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

#### **School Liaison**

The Founding Leader or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. §§11432(g)(1)(J)(ii) & (e)(3)(C)(i)(IV).):

Caliber: Beta Academy Caliber: ChangeMakers Academy Bien-Elize Roques-Nido Angelica Maulucci and Vivian Johnson

Clinician Leads
4301 Berk Avenue, Richmond, CA 94804
510 685 9886
broquenido@caliberbetaacademy.org

### 500 Oregon Street, Vallejo, CA 94590 707-563-9827 sbalaguru@calibercma.org

#### The School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

- 1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
- 2. Homeless students enroll in, and have a full and equal opportunity to succeed at Charter School.
- 3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- 4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- 5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- 6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
- 7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- 8. School personnel providing services receive professional development and other support;
- 9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under *section 480 of the Higher Education Act of 1965* and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student

Aid described in section 483 of the Act.

#### **Enrollment**

Charter School shall immediately admit/enroll the student (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), even if the student lacks records normally required for enrollment. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).) If the student needs to obtain immunizations or does not possess immunization or other medical records, the School Leader or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

#### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted, pending resolution of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

#### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as  $(42 \text{ U.S.C. } \S 11432(g)(4))$ :

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- School nutrition programs

#### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4))

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or liaison). (42 U.S.C. § 11432(g)(1)(J)).

#### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison

# Caliber Schools Education for Foster and Mobile Youth Policy

Policy No: \_\_No: 14\_\_\_\_\_

Adopted/Ratified: April 26, 2017

Revision Date: June 17, 2020

#### Introduction

The Board of Directors of Caliber Schools ("Charter School" or "Caliber Schools") recognizes that foster and mobile youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the

improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

#### **Definitions**

"Foster youth" means a child who has been removed from his/her home pursuant to California Welfare and Institutions Code section 309, and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.

"Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.

"Child of a military family" refers to a student who resides in the household of an active duty military member.

"Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

"Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

"Education Rights Holder" ("ERH") means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to *Welfare and Institutions Code* sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to *Education Code section 56055*.

"School of origin" means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth,

the school that shall be deemed is the school of origin.

"Best interests" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students. Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as "Foster and Mobile Youth."

#### **Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the School Leader at each Caliber school shall designate a Charter School foster youth liaison. The following individuals have been designated as the Charter School's liaison for foster youth:

Caliber: Beta Academy Caliber: ChangeMakers Academy
Bien-Elize Roque-Nido
Lead Clinician
4301 Berk Avenue, Richmond, CA 94804
5101 6851 9886
broquenido@caliberbetaacademy.org

Vivian Johnson
Director of Social Emotional Learning
500 Oregon Street, Vallejo, CA 94590
7071 5631 9827
vjohnson@calibercma.org

### The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.

- 2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.
- 3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or monies owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or money owed to the Charter School.
- 4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - An expulsion hearing for a discretionary act under the Charter School's charter.
  - Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
- 5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under *Section 504 of the federal Rehabilitation Act of 1973.*
- 6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
- 7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.

- 8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
- 9. Monitor the educational progress of foster youth and provide reports to the School Leader or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to *Welfare and Institutions Code sections 319, 361 or 726*, a surrogate parent, or a foster parent exercising authority under *Education Code section 56055*. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

#### **School Stability and Enrollment**

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

A student placed in a licensed children's institution or foster family home shall attend programs operated by the Charter School unless one of the following circumstances applies: (Education Code sections 48853, 48853.5)

- 1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.
- 2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the Charter School indicating that determination and that he/she is aware of the following:
  - a. The student has a right to attend a regular public school in the least restrictive environment.
  - b. The alternate educational program is a special education program, if applicable.
  - c. The decision to unilaterally remove the student from the Charter School and to place him/her in an alternate education program may not be financed by the Charter School.
  - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
- 3. At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:
  - a. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
  - b. For students enrolled in high school, the student will be allowed to continue in the

school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and he/she be enrolled in any district school that that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from his/her school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the ERH for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If the Foster and Mobile Youth Liaison, in consultation with the foster youth and the ERH for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, consistent with any enrollment procedures if the next school is a charter school. The foster youth shall be immediately enrolled even if he/she:

- 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
- 2. Does not have clothing normally required by the school, such as school uniforms
- 3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.

If any dispute arises regarding the request of a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the

existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with  $Section\ 6312(c)(5)$  of  $Title\ 20$  of the  $United\ States\ Code$ , or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school. In accordance with  $Section\ 6312(c)(5)$  of  $Title\ 20$  of the  $United\ States\ Code$ , the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a foster youth care shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- 1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school.
- 2. A verified court appearance or related court-ordered activity.

### Transfer of Coursework and Credits\*

The Charter School shall accept coursework satisfactorily completed a by Foster and Mobile Youth while attending another public school\*\*, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that he/she completed at his/her previous school unless the Charter School in consultation with the student's ERH finds that the student is reasonably able to complete the requirements in time

to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

\*\* For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

### **Applicability of Graduation Requirements**

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School, and fulfill any additional graduation requirements prescribed by the Board.

However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of his/her second year of high and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in *Education Code section 51225.3* ("additional graduation requirements"), unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation additional requirements by the end of his/her fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. For a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in his or her third or fourth year of high school.

Within 30 calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

If a student is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in *Educational Code section 51225.3* before the end of his or her fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of his or her fourth year of high school. The School Leader or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption.

Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements. Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the School Leader or designee shall:

- 1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
- 2. Inform the student and the student's ERH how remaining in school for a fifth year will affect
- the student's ability to gain admission to a postsecondary educational institution.
- 3. Provide information to the student about transfer opportunities available through the California Community Colleges.
- 4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

### **Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

### **Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

### **Student Records**

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs,

and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile

Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without

parental consent.

**Complaints of Noncompliance** 

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

> **Caliber Schools Student Freedom of Speech/Expression Policy**

Policy No: No: 15

Adopted/Ratified: April 26, 2017

Revision Date: August 30, 2018

Caliber Schools respect students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student freedom of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the

school community. Expression shall be prohibited which is obscene, libelous, or slanderous. Also prohibited shall be material that so incites pupils as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or the substantial disruption of the orderly operation of Caliber Schools.

### Distribution of Circulars, Newspapers, and Other Printed Matter

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

- 1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Caliber Schools school site School Leader (also referred to as the "Principal") or designee at least
- one school day prior to distribution.
- 2. Distribution, free or for a fee, may take place at any time except during instructional time and providing there is no substantial disruption in the school programs (as determined by the
- Caliber Schools school site Principal).
- 3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.

The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Caliber Schools school site Principal).

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of the adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this policy. Caliber Schools officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this section.

### Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

### **Use of Bulletin Boards**

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and Caliber Schools administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited Speech.

### **Organized Demonstrations**

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite pupils to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt of the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place during school hours off the school campus unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the school or as an official school group at any time unless authorized by a School Leader to participate in the activity.

### **Enforcement**

- 1. The Caliber Schools school site Principal or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.
- 2. Any student may appeal the decision of the Caliber Schools school site Principal or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five school days from the time the unsatisfactory decision was rendered.
- 3. The Caliber Schools School Leader or their designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.
- 4. Students who are considering actions in the areas covered by this Policy should be informed of the possible consequences of their action under each specific circumstance.
- 5. This Policy does not prohibit or prevent the Caliber Schools Governing Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the premises of each Caliber Schools school.

6. No Caliber Schools employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

### **Caliber Schools**

# POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

Policy No: \_No: 16\_\_\_\_\_

Adopted/Ratified:April 27, 2017 Revision Date: August 30, 2018

### **SECTION 504 POLICY**

The Board of Directors of Caliber Schools ("Charter School"), recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This policy and the related administrative regulation has been developed to ensure the implementation of *Section 504 of the Rehabilitation Act of 1973 ("Section 504")*, and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as

well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with *Disabilities in Education Act Improvement Act of 2004 ("IDEIA")*.

The School's School Leader or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEIA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law. If Charter School does not assess a student after a parent has requested an assessment, the School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement. Charter School will implement this policy through its corresponding procedures.

### **SECTION 504 PROCEDURES**

#### A. Definitions

1. <u>Academic Setting</u> – the regular, educational environment operated by Charter School.

### 2. Individual with a Disability under Section 504 – An individual who:

- a. has a physical or mental impairment that substantially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.
- 3. <u>Evaluation</u> procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
- 4. <u>504 Plan</u> is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.
- 5. <u>Free Appropriate Public Education</u> ("FAPE") the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
- 6. <u>Major Life Activities</u>- Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

### 7. Physical or Mental Impairment –

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. <u>504 Coordinator</u> – The following individuals shall serve as each Charter School campus Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at the number listed below.

Caliber: Beta Academy Caliber: ChangeMakers Academy
Bien-Elize Roque-Nido
4301 Berk Avenue, Richmond, CA 94804
510 685 9886
broquenido@caliberbetaacademy.org

Vivian Johnson Director of SEL 500 Oregon Street, Vallejo, CA 94590 7071 5631 9827 vjohnson@calibercma.org

- 9. <u>Has a record of such an impairment</u> means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- 10. <u>Is regarded as having an impairment</u> means
  - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that he or she has been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
  - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

### B. Referral, Assessment and Evaluation Procedures

- 1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
- 2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file

regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

- 3. Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may be disabled are referred to the Section 504 Coordinator so that the assessment process is initiated.
- 4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
- 5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
- 6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;b. Tests and other evaluation materials including those tailored to assess specific areas
  - b. 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; and
  - c. Tests are selected and administered so as to best 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 (except where those skills are the factors that the test purports to measure.)
- 7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's

special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

- 8. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
- 9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

### **C. 504 Plan**

- 1. When a student is identified as disabled within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education ("FAPE").
- 2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
- 3. For each identified disabled student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the disabled student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
- 4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's

cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

- 5. The disabled student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The disabled student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
- 6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
- 7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
- 8. If the 504 Team determines that the student is disabled but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed.
- 9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
- 10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

### D. Review of the Student's Progress

- 1. The 504 Team shall monitor the progress of the disabled student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
- 2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

### E. Procedural Safeguards

- 1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to school policy
  - Seek review in federal court if the parents/guardians disagree with the hearing decision.
- 2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the individual identified in paragraph (A)(8), above ("504 Coordinator").

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

- 3. The School Leader or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado County Office of Education Charter SELPA or county education office in which the school is located in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
- 4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
  - The specific decision or action with which the parent/guardian disagrees.
  - The changes to the 504 Plan the parent/guardian seeks.
  - Any other information the parent/guardian believes is pertinent.
- 5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and

the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
- Review of the 504 Plan by the School Leader or designee.
- 6. Within ten (10) calendar days of receiving the parent/guardian's request, the School Leader or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and School Leader.
- 7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and School Leader.
- 8. The parent/guardian and the Charter School shall be afforded the rights to:
  - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as disabled under Section 504.
  - Present written and oral evidence.
  - Question and cross-examine witnesses.
  - Receive written findings by the hearing officer.
- 9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
  10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
- 11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

### F. Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil 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 accordance with due process to such pupils.

The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

### 1. 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, and to progress toward meeting the goals set out in the child's 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.

### 2. 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, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 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 504 Plan.

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

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Charter School had not conducted such assessment prior to such determination before the

behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then 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.

### 3. Appeals

The parent of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or 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 to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and Charter School agrees otherwise.

### 4. 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 School Leader or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) 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. § 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. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### 5. Interim Alternative Educational Setting

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

### 6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEIA and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student was disabled before the behavior occurred. Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

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

School supervisory personnel.

If 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 IDEIA-eligible children with disabilities, including the right to Stay-put.

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

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent

has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT (Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

### You have the right to:

- 1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
- 2. Have Charter School advise you of your rights under federal law.
- 3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
- 4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow

your child an equal opportunity to participate in school and school-related activities.

- 5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
- 6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEIA).
- 7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
- 8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
- 9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
- 10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
- 11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
- 12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
- 13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outline above.
- 14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
- 15. File a formal complaint pursuant to Charter School's Uniform Complaint Policy and Procedures. Please ask the School Leader for a copy of the School's Uniform Complaint Policy and Procedures if you need one.
- 16. File a formal complaint with the U.S. Department of Education.
  Office for Civil Rights, U.S. Department of Education

San Francisco Office
50 United Nations Plaza

### San Francisco, CA 94102 (415) 486-5555 PHONE (415) 486-5570 FAX

Email: OCR.SanFrancisco@ed.gov

17. Be free from any retaliation from Charter School for exercising any of these rights. Please contact the to the individual identified in paragraph (A)(8) of the Section 504 Procedures, above ("504 Coordinator") with any questions regarding the information contained herein.

# Caliber Schools Wellness Policy

Policy No: \_\_No: 17\_\_\_\_\_

Adopted/Ratified:April 26, 2017 Revision Date: August 30, 2018

Caliber Schools ("Caliber" or "School") is committed to the optimal development of every student. Caliber believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after

the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This policy outlines Caliber's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in Caliber have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the School campus—in accordance with Federal and state nutrition standards;
- To the extent possible, all Caliber School campuses participate in available federally reimbursable school meal programs, including the National School Lunch Program, School Breakfast Program, Afterschool Snack Program, and Child and Adult Food Care Program (Afterschool Supper);
- Students receive quality nutrition education that helps them develop lifelong healthy eating

behaviors:

- Students have opportunities to be physically active throughout the school day;
- The School engages in nutrition and physical activity promotion and other activities that promote student wellness;
- All Caliber's nutrition education and physical education programs are consistent with the expectations established in the state's curriculum frameworks and content standards and, as appropriate, shall be integrated into other academic subjects;
- Stakeholders including but not limited to students, parents, teachers, school administrators,

home office staff and other interested community members are engaged in supporting the work of Cali in creating continuity between schools and other settings for students and staff to practice lifelong healthy habits;

• School staff are encouraged and supported to practice healthy nutrition and physical activity

behaviors in and out of school;

• The community is engaged in supporting the work of Caliber in creating continuity between

School and other settings for students and staff to practice lifelong healthy habits; and

 The School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals

and objectives.

## This Policy applies to all students and staff in Caliber. Specific measurable goals and outcomes are identified within each section below.

School Health, Safety, and Environment:

### a. Physical Environment, Health & Safety

- Students will be taught campus safety rules. Infractions will be referred to the appropriate school employee promptly.
- School administrators and operations staff will monitor equipment/grounds and refer potential hazards for repair promptly.
- Staff will be informed of and follow safety regulations.
- School sites will promote a drug- and substance-free environment and will encourage making

healthy choices at home and at school.

- School sites will promote healthy, respectful relationships between students and their peers
- o School sites will establish practices designed to create an environment free from discrimination, intimidation, and harassment
- o School sites will develop relevant opportunities (e.g. events, programs, partnerships) geared towards students and/or parents promoting awareness and providing education on dating violence prevention, domestic violence awareness, and social tolerance and respect for others

### b. Social/Psychological Health

- School sites will have a protocol in place for detection and referral of students who have potential for harm to self or others.
- In order to ensure that students have access to comprehensive health services and mental health services, each Caliber school will provide access or referrals to health services and mental health services at or near the school and/or may provide referrals to community resources.

### c. Health Services

• The Health Services program is a critical means to improving both educational

performance and the well-being of the students.

- Health Services staff (including School Operations Managers, Office Assistants, nursing contractors) shall be fully supportive of wellness policy regulations and promotion of health and wellness activities.
- School Operations Staff will promote attendance by communicable disease (e.g. chicken pox, common cold, pink eye, diphtheria, food poisoning, etc.) surveillance, encouraging healthy habits and injury prevention.
- School Operations Staff will provide information on local community resources for health care, health insurance, and health education, including low- and no-cost resources to students, their families, and staff.
- School Operations Staff will provide information on nutrition, respiratory management, disease prevention and detection, tobacco cessation, emotional wellness, and other health and wellness opportunities to students and staff.
- School Operations Staff will provide grade level mandated screenings for vision and hearing.

In addition, Caliber will provide other screenings (such as scoliosis and dental) to students as identified/needed.

• School Operations Staff will participate in community health information outreach activities.

### d. Health Education

- Caliber will continue to encourage health education to all students designed to motivate and help students maintain and improve their health, prevent disease and avoid health-related risk behaviors.
- Staff will strive to use a sequential health education curriculum that is consistent with state standards for health education.
- Caliber's schools will explore resources and grants for training and materials for K-8 health curriculum.
- Caliber school sites are encouraged to provide educational events to support and teach healthy choices.

### I. School Wellness Committee

### Committee Role and Membership

Caliber will convene a representative School Wellness Committee ("Caliber WC"), or work within an existing school health committee, that meets at least two (2) times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this Policy.

The Caliber WC membership will represent all grade/school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers;

students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g.,

Executive Director, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also

include Supplemental Nutrition Assistance Program Education coordinators (SNAP-EDEDSNAP-Ed). To the extent possible, the Caliber WC will include representatives from each school building

and reflect the diversity of the community.

Leadership

The School Leader or designee(s) will convene the Caliber WC and facilitate development of and updates to the wellness policy, and will ensure each school's compliance with the policy.

Additionally, the designated official for oversight of the Caliber WC is:

ANDY GROSSMAN OR TIM PRUITT, SCHOOL LEADERS

Caliber: Beta Academy
4301 Berk Avenue Richmond CA 9480
Phone Number: (510) 685-9886
AGROSSMAN@CALIBERBETAACADEMY.ORG
TPRUITT@CALIBERBETAACADEMY.ORG

ALESHA WILLIAMS OR AISHA FORD, SCHOOL LEADERS

Caliber: ChangeMakers Academy
500 Oregon Street Vallejo CA 94590
Phone Number: (707) 563-9827
AWILLIAMS@CALIBERCMA.ORG

AISHAFORD@CALIBERCMA.ORG

II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement Implementation Plan

Using the steps outlined below, Caliber will ensure the School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found at: caliberschools.org

### Recordkeeping

Caliber will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy;
- Documentation demonstrating that the Policy has been made available to the public;
- Documentation to demonstrate compliance with the annual public notification requirements;
- Documentation of the triennial assessment of the Policy;
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

Annual Notification of Policy

Caliber 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. Caliber will make this information available via the School website and/or School-wide communications. Caliber will provide as much information as possible about the School nutrition environment. This will include a summary of School's events or activities related to Policy implementation.

Annually, Caliber will also publicize the name and contact information of the School official(s) leading and coordinating the Caliber WC, as well as information on how the public can get involved with the Caliber WC.

### **Triennial Progress Assessments**

At least once every three years, Caliber will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the School in compliance with this Policy;
- The extent to which the School's policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:

Caliber: Beta Academy

4301 Berk Avenue Richmond CA 9480

Phone Number: (510) 685-9886

AGROSSMAN@CALIBERBETAACADEMY.ORG

TPRUITT@CALIBERBETAACADEMY.ORG

ALESHA WILLIAMS OR AISHA FORD, SCHOOL LEADERS

Caliber: ChangeMakers Academy

500 Oregon Street Vallejo CA 94590

Phone Number: (707) 563-9827

AWILLIAMS@CALIBERCMA.ORG

AISHAFORD@CALIBERCMA.ORG

The Caliber WC/School Leader will monitor the School's compliance with this Policy. Caliber will actively notify households/families of the availability of the triennial progress report.

### **Revisions and Updating the Policy**

Caliber will update or modify this Policy based on the results of the annual School Health Index and triennial assessments and/or as School 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. This Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

### **Community Involvement, Outreach and Communications**

Caliber is committed to being responsive to community input, which begins with awareness of the wellness policy. Caliber will actively communicate ways in which representatives of Caliber WC/the School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. Caliber 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 and compliance with Smart Snacks in School nutrition standards.

Caliber 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 this 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, and accomplished through means similar to other ways that the district and individual schools are communicating important School information with parents.

The School will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. Caliber will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

### III. Nutrition

### **School Meals**

Caliber is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams trans-fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

Caliber participates in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the Child and Adult Care After School Snack and Supper Program (CACFP). The School also operates additional nutrition-related programs and activities including "Taste the Rainbow". The School is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Menus are posted on the website and will contain nutrition contents;
- Students are served lunch at a reasonable time of day;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The School offers reimbursable school meals that meet USDA nutrition standards.)
- Promote healthy food and beverage choices using techniques such as those published on Smarter Lunchrooms Website.

All School nutrition staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These School nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

### Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. Caliber will make drinking water available where school meals are served during mealtimes.

### Competitive Foods and Beverages

Caliber is committed to ensuring that all foods and beverages available to students on the School campus during the school day support healthy eating. The foods and beverages sold and served outside of the School meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### Celebrations and Rewards

All foods offered on the Caliber campus will meet or exceed the USDA Smart Snacks in School nutrition standards, including through:

- 1. Celebrations and parties. Caliber will provide a list of healthy party ideas to parents and teachers,
- including non-food celebration ideas.
- 2. Classroom snacks brought by parents. Caliber will provide to parents a list of foods and beverages
- that meet Smart Snacks nutrition standards.
- 3. Rewards and incentives. Caliber will provide teachers and other relevant school staff a list of
- alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### **Fundraising**

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the Caliber campus during the school day. Caliber will make available to parents and teachers a list of healthy fundraising ideas

### **Nutrition Promotion**

Caliber will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.

### Food and Beverage Marketing in Schools

Caliber is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Caliber strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on Caliber school sites that contains messages inconsistent with the health information Caliber is imparting through nutrition education and health promotion efforts. It is the intent of Caliber to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with Caliber's Wellness Policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the School Leader reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

### **IV. Physical Activity**

The School has the following specific goals to promote student wellness, consistent with this Policy

- Expose all students to a variety of activities that instills the importance of being lifelong learners
- Create a safe environment where all students can learn and be successful
- Develop physically active learners who have mastered leadership, teamwork, and cooperative

Skills

Caliber's physical education ("PE") curriculum will meet or exceed requirements outlined in California's curriculum frameworks and content standards, shall be based on the most current research and content, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

Mirroring other subject areas, Caliber's PE curriculum will employ high quality instruction and academic discourse. The purpose of using these strategies is to encourage students to push their critical thinking skills and promote in-depth learning. Ongoing professional development will be provided to physical education teachers, coaches, and other staff as appropriate to enhance their health knowledge and skills.

In developing these goals, the School reviewed and considered evidence-based strategies and techniques and parent input. Caliber will work toward achievement of these goals by:

Students will be provided with the opportunity, support, and encouragement to be physically active on a regular basis through PE instruction and physical activity programs. Schools will provide a variety of opportunities for students to maximize physical activity, including but not limited to:

• PE, recess, health education that includes physical activity as a main component, student clubs (e.g. Students Run LA), and intramural or interscholastic activities (at the high school level).

Physical activity programs will be carried out in safe environments that reflect respect for bodysize differences and varying skill levels.

- Afterschool programming encompassing a variety of physical activities and non-traditional sports and activities.
  - o Examples of physical activities include: Sequential classes in Zumba, yoga, strength training
  - Other miscellaneous outdoor activities that promote a healthy lifestyle such as hiking and biking

- Events such as the Teen Adventure Challenge, a youth race that brings communities across
   Southern California together to inspire young people to step out of their comfort zones and
   explore new opportunities in the outdoors
- Afterschool program providers, such as ARC, JK Livin, and Boys and Girls Club, will conduct needs assessments based on community demographics, school population, obesity rates, etc. to inform programming provided
- Afterschool program providers will seek out partnerships with community-based organizations that promote health and wellness to students (e.g. Planned Parenthood)

Schools will encourage family and community members to support programs outside of the school that promote a healthy and active lifestyle. Signage will be posted and information sent home regarding physical activity opportunities.

### V. Other Activities that Promote Student Wellness

Caliber will integrate wellness activities across the entire School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. Caliber will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of the Caliber WC and/or parents and the community.

All School-sponsored events will adhere to this Policy's wellness guidelines. All School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

### **Community Partnerships**

Caliber will develop relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to

ensure that they are consistent with this Policy and its goals.

### **Professional Learning**

When feasible, Caliber will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help Caliber staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

### Community Health Promotion & Engagement

Caliber will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

Caliber will use electronic mechanisms (such as email or displaying notices on school websites), 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 opportunities to participate in school-sponsored activities and receive information about health promotion efforts. Parent Coordinators will be encouraged to design and offer parent workshops to educate parents and families about nutrition and physical activity.

### Staff Wellness & Health Promotion

Caliber schools will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. Examples of strategies schools will use, as well as specific actions staff members can take, include:

- Staff eating lunch regularly with students
- Student vs. staff or staff vs. staff team-building activities, games, or sporting events (e.g. basketball game, tournament)
- "Steps" contests
- Weekly afterschool or brief lunch time Zumba/Yoga sessions
- Food Network/"Chopped" type competition between school staff on preparation of healthy foods and students as judges
- Dodgeball (or some other sport) intramural teams with "games" vs other nearby GD

### schools

• Support groups/mental wellness circles for teachers and school site staff.

Caliber promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

# Program Implementation, Evaluation, & Monitoring

# a. Implementation

The Caliber Wellness Policy is effective beginning in the 2016-2017 school year. The School Operations Manager and/or Principal at each school site will ensure that each school site complies with this policy. Training on this policy will be provided by the Operations Department and members of the Committee tailored towards various stakeholder groups. The Committee shall assess the implementation and effectiveness of this policy every year.

Schools are to utilize this policy to develop their own internal procedures to ensure compliance with the wellness policy.

#### b. Evaluation

Evaluation will be formally comprised of two annual Qualtrics online forms which will assess the extent to which individual Caliber school sites are in compliance with this policy. The forms are to be submitted online and turned into the Operations Department.

The purpose of the annual evaluations are to determine if Caliber is meeting the wellness goals set forth in this policy, determine particular areas of strength or weakness, identify areas for improvement, and make policy adjustments as needed to focus Caliber resources and efforts on actions that are most likely to make a positive impact on student health and achievement. The Operations Analyst will prepare an annual report summarizing evaluation results across schools to be shared with the public.

# c. Monitoring

The Committee will reconvene each year and as requested by the Operations Department to review and update the wellness policy to meet the organization's needs and to ensure compliance with current laws.

## d. Public Notification

Caliber shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and the evaluation results.

Evaluation results will be posted online on the main Caliber website. Information will also be shared through multiple channels which may include school websites, parent newsletters, School Advisory Council meetings, and social media.

# Caliber Schools Policy, Agreement, and Authorization Regarding Request for a Service Animal on School Premises

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Adopted/Ratified: April 26, 2017 Revision Date: August 30, 2018

Caliber Schools ("Caliber" or "School") adopts the following policy with regard to service animals on campus.

## **Service Animal Defined**

A service animal is any dog (or miniature horse, as provided herein) that is individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items.

Other than miniature horses that meet specific legal criteria, other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this policy.

The work or tasks performed by a service animal must be directly related to the individual's disability.

Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support,

well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

# **Inquiries by Caliber**

Caliber may make two (2) inquiries to determine whether an animal qualifies as a service animal:

- Whether the animal is required because of a disability; and
- What work or task the animal has been trained to perform?

Caliber will not make either of these inquiries when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

# Additional Assessment Factors for Miniature Horses

# Caliber shall consider the following factors for miniature horses:

- The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- Whether the handler has sufficient control of the miniature horse;
- Whether the miniature horse is housebroken; and
- Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

# Requirement of Service Animals and their Handlers

- Identification: The service dog should wear a harness, cape, identification tag or other gear that readily identifies its working status.
- Leash: The service dog must be on a leash at all times.
- Control: The handler, including the student if the student is the handler, must be in full control of the service dog at all times.
- Care of Service Dog: The care and supervision of a service dog is solely the responsibility of its handler, including a student handler.
- License and Tags: All service dogs should be licensed by the appropriate local agency and wear such license and an owner identification tag.
- Clean Up Rule: The handler must always carry equipment sufficient to clean up the dog's waste, immediately remove the waste, and be responsible for the proper disposal of the dog's waste.
- Vaccinations: The service dog must have a current rabies vaccination.

# **Disruptions**

Caliber staff may ask an individual with a disability to remove a service animal from the

# premises

if—

• The animal is out of control and the animal's handler does not take effective action to control

it; or

• The animal is not housebroken.

If Caliber properly excludes a service animal, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

# <u>Other Requirements</u>

- Caliber staff must allow a service dog to accompany the handler at all times and everywhere on campus, within school property, except where service animals are specifically prohibited due to health, environmental, or safety hazards.
- Caliber staff should direct staff, students, and other persons to refrain from petting, feeding, or deliberately startling a service dog.

# **Service Animals in Training**

To ensure the safety and security of the school community, students, staff, and community members are not allowed to bring service animals in training to Caliber property and/or facilities or to participate in Caliber-sponsored activities, unless the service animal is being trained for the student, staff or community member's own personal use as an individual with a disability.

# **Misrepresentation**

Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of a service animal may be guilty of a misdemeanor punishable by imprisonment up to six months or fine up to \$1000.

# **Caliber Schools**

#### SERVICE ANIMAL AGREEMENT AND AUTHORIZATION

This Agreement and Authorization regarding Request for a Service Animal to Accompany a Student on School Premises ("Agreement") is necessary for Caliber to process a request for the use of a service animals on campus. The presence of a service animal at Caliber presents unique health and safety concerns. To minimize any risks that a service animal may poses to students, staff, and the

educational environment, Caliber requests the following information and authorizations to allow Caliber to provide a healthy and safe environment for its entire school community.

Student Name (please print) Date of Birth Grade

Parent/Guardian name (please print) Contact phone number

# **Please initial below each statement:**

• We understand and agree to comply with the requirements of California Civil Code section 54.2.

"[An individual with a disability] shall be liable for any damage done to the premises or facilities by his or her dog. These persons shall ensure the dog is on a leash and tagged as a guide dog, signal dog, or service dog by an identification tag issued by the county clerk, animal control department, or other agency . . ." (Civ. Code § 54.2(b))

(Initials) (Initials)

- We understand and agree to comply with the requirements of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.).
  - "(b) Exceptions. A public entity may ask an individual with a disability to remove a service animal from the premises if—
- (1) The animal is out of control and the animal's handler does not take effective action to control it; or
- (2) The animal is not housebroken.

. .

(d) Animal under handler's control. A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the

service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

(e) Care or supervision. A public entity is not responsible for the care or supervision of a service animal." (28 C.F.R.§ 35.136)

(Initials) (Initials)

• We hereby provide authorization for Caliber to release any personally identifiable student information necessary to inform the school community of Caliber of the presence of a service dog at Caliber. (34 CFR § 99.30)

(Initials) (Initials)

• We agree to indemnify and hold harmless Caliber for any and all actions, suits, claims, demands, defense costs and/or attorney's fees, or liabilities arising out of or related to the presence of the service dog at Caliber.

(Initials) (Initials)

• We agree to hold Caliber, its employees, agents, and assigns harmless for any injury to, including death of, the service dog.

(Initials) (Initials)

Parent/Guardian Signature Date

Student's Signature Date

Please complete this form and return it to the School Leader.

# Caliber Schools Head Lice Policy

Adopted/Ratified: August 30, 2018 Revision Date: August 30, 2018

# Overview

This Policy is important because the problem of head lice in schools is of ongoing concern to parents and school personnel. This Policy is outlined as follows:

- 1. Current Information
- 2. Procedure
- 3. Resources
- 4. Attachments

#### **Current Information**

The California Department of Health and Human Services, in 2018, put forth a revised "Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities" publication which recommends a change from its previous "no-nit" policy. Traditionally, "no-nit" policies in schools emphasized that a child infested with head lice could not return to school until no nits were found in their hair. There is no evidence that a "no-nit" policy prevents or shortens lengths of outbreaks.

Head lice, while a nuisance, do not transmit disease to humans, nor pose a significant health risk or communicable disease problem. Therefore, the role of the Caliber Schools will be one of a consultant to parents. Caliber Schools has adopted a "no-lice" policy with the procedures outlined below.

#### Procedure

- Parent/guardians are encouraged to routinely screen students at home for head lice.
- Calibers Schools shall distribute the "A Parent's Guide to Head Lice" (Spanish and English) to school staff and parents.
- School-wide and/or classroom screening for head lice will not occur.
- Students found to have lice may remain in school and parents will be called to pick up the student at the end of the school day. Those parents will be given a copy of the brochure "A

Parent's Guide to Head Lice."

- The child will be examined and admitted to class the following day unless the child is still infested with live head lice. Should the child continue to be infested with live head lice, parent should be re-contacted.
- Classroom or school-wide notification when a student has live head lice is not recommended but will be handled on an individual basis.
- Students found to be infested with head lice during three (3) separate months during a school year or for six (6) consecutive weeks should be deemed a "chronic" head lice case and these students should be brought to the attention of the "student study team" ("SST").

# **Resources:**

o Head Lice Information from the California Department of Education ("CDE"):

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/HeadLice.aspx

o "A Parent's Guide to Head Lice" English Brochure for Parents:

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/AParents GuidetoHeadLice.pdf

o "A Parent's Guide to Head Lice" Spanish Brochure for Parents

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UnaGuiaParaPadresDeFamiliaSobreLosPiojosdelaCabeza.pdf

o Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SchoolGuidanceonHeadLice2018.pdf

# Caliber Schools Parent Involvement Policy

Policy No:No: 20	
Adopted/Ratified: _August 30, 2018	
Revision Date:	

Caliber: Beta Academy and Caliber: ChangeMakers Academy, operated by Caliber Schools (collectively referred to as "Caliber Schools" or the "School") has developed a written Title I

parental involvement policy with input from Title I parents. Parent input will be primarily through the School Site Council (SSC) (page 28 in the Family Handbook) which holds all open meetings. We also conduct a survey annually of all parents across both school sites. Caliber Schools has distributed the policy to parents of Title I students by including it in our Caliber Schools Policy Manual, posting it on the website, having hard copies in the front offices. This Policy describes the means for carrying out the following Title I parental involvement requirements [20 USC § 6318(a)-(f) inclusive].

# **Involvement of Parents in the Title I Program**

To involve parents in the Title I program at Caliber Schools, the following practices have been established:

- 1. Caliber Schools convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - · This will occur during an SSC meeting
  - · If a parent cannot attend there will be a dial-in number to attend virtually upon request
- 2. Caliber Schools offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - The SSC meetings will be held in the evenings
  - · If a parent cannot attend in person there will be a dial-in number to attend virtually upon request
  - · All materials will be made available
  - $\cdot$  The SSC Chairperson and the Parent Representatives are available to gather additional input
- 3. Caliber Schools involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy.\*
  - The agenda and minutes of SSC meetings are available online and information about upcoming meetings will be communicated throughout the year.
- 4. Caliber Schools provides parents of Title I students with timely information about Title I programs.
  - The agenda and minutes of SSC meetings are available online and information about upcoming meetings will be communicated throughout the year.
- 5. Caliber Schools provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
  - · Caliber Schools provides an explanation of the curriculum, assessments, and

expectations

for students' proficiency levels on its website as well as in a presentation at Back to School Night

- 6. If requested by parents of Title I students, Caliber Schools provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
- · Teachers are available and expected to meet and speak to parents about their children's education
- · Administrators are assigned grade level responsibility to provide answers to parent questions and inquiries beyond what the teacher is able to provide.

\*The policy must be updated periodically to meet changing needs of parents and the School. If Caliber Schools has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 U.S.C. § 6318 (c)(3)] School-Parent Compact (Pages 43-46 in the Family Handbook)

Caliber Schools distributes to parents of Title I students a School-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- · Caliber Schools' responsibility to provide high-quality curriculum and instruction.
- The ways parents will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities.

To see the full Compact please reference the Family Handbook (pages 43-46 in the Family Handbook).

# **Building Capacity for Involvement**

Caliber Schools engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic

achievement. To help reach these goals, Caliber Schools has established the following practices.

- 1. Caliber Schools provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - These topics will be covered during SSC meetings and all materials will be available online as well as during Literacy nights, Back to School Night and other parent events throughout the year
- 2. Caliber Schools provides Title I parents with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - These topics will be covered during SSC meetings and all materials will be available online as well as during Literacy nights, Back to School Night and other parent events throughout the year
- 3. With the assistance of Title I parents, Caliber Schools educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.
  - These topics will be covered during SSC meetings and all materials will be available online as well as during Literacy nights, Back to School Night and other parent events throughout the year
- 4. Caliber Schools coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
  - These topics will be covered during SSC meetings and all materials will be available online as well as during Literacy nights, Back to School Night and other parent events throughout the year
- 5. Caliber Schools distributes information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
  - · Weekly communications are sent out via text/email in both English and Spanish
  - · A Spanish interpreter is provided for every parent meeting
- 6. Caliber Schools provides support for parental involvement activities requested by Title I parents.

We will respond to parent requests to support parental involvement

# Accessibility

Caliber Schools provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand, including by:

 $\cdot$  Caliber provides all written materials in English and Spanish and has interpreters available at every parent meeting.



# **SECTION 3: CONSENT CALENDAR ITEMS**

D3. 2022-23 Staff Handbook



# **Employee Handbook**

2022-2023

Deleted: 2021-2022

Mailing Address: 3260 Blume Drive #120 Richmond, CA 94806

Phone: (510) 850-7329

Website: http://www.caliberschools.org

# ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOSTATEMENT TO THE HR D	OYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS DEPARTMENT.	
EMPLOYEE NAME:		
and understood the contents of I have been given the opport Handbook. I understand that it and procedures contained in t	ve received a copy of the 2022-23 Employee Handbook. I have read if the Handbook, and I agree to abide by its directions and procedures. The transport of the Handbook is any questions I might have about the policies in the tis my responsibility to read and familiarize myself with the policies the Handbook. I also understand that if I am ever unclear on any edures in this Handbook, it is my responsibility to seek clarification	
concerning some of Caliber's or other legal obligations or to I do have an employment con	nents contained in the Handbook are guidelines for employees policies and benefits, and are not intended to create any contractual alter the at-will nature of my employment with Caliber. In the event ntract which expressly alters the at-will relationship, I agree to the ce to an at-will employment status.	
I understand that except for e changed at any time by Calibe	employment at-will status, any and all policies or practices can be er.	
agreement, express or implied agreement for employment of	the Board of Caliber, no person has authority to enter into any d, for employment for any specific period of time, or to make any her than at-will; only the Board has the authority to make any such riting signed by the Board Chair.	
Employee's Signature:	Date:	

Please sign/date and return a signed copy to Caliber, and retain this Handbook for your reference.

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# INTRODUCTION TO HANDBOOK

Welcome! We are excited to have you as a member of the Caliber Public Schools ("Caliber") team. We trust that as an employee of Caliber, you will find your work to be both rewarding and challenging. Please note that references to Caliber are intended to include the entire organization, including individual school sites and the School Support Office ("SSO"). References to "School" refer to individual school sites within the organization.

Our mission at Caliber is to shift the experiences, expectations, and outcomes for students in historically underserved communities. We provide students with a challenging and engaging personalized education that equips them with the knowledge and skills needed to succeed in competitive colleges, careers, and communities. Caliber graduates will be academically college ready, have emotional intelligence or "EQ," be critical thinkers, and have the skills and desire to be *changemakers* in their communities and the world. We believe that innovative staffing reflects how the public school system should work. To accomplish our mission, we hire top-quality staff that are thoughtful, passionate, and dedicated to improving the lives of their students. This philosophy extends to our human resources policies, which are designed to allow our School and SSO staff to be innovative in providing services to our students while ensuring the most effective and productive work environment for all employees.

We are an anti racist organization. We affirm that Black Lives Matter. We reject the racist beliefs grounded in the system of white supremacy. We challenge the inequitable and often deadly outcomes that these beliefs present for Black, Latinx (or Latine), AAPI & Indigenous students and all students of color. We hold ourselves accountable to creating schools that work in service of and alongside our students, staff and communities of color to create a more just world.

Our people, policies, and systems support these ideals. We continually engage in following processes to change the reality for our students.

This Handbook is designed to help employees get acquainted with Caliber. It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at Caliber. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of Caliber or its employees. In no way does the Handbook replace any official plan documents (ehealthinsurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that Caliber is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based. Employees will be notified of changes to the Handbook. Caliber also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies Caliber or School policy. Any such modification *must* be in writing.

This Handbook is the property of Caliber, and it is intended for personal use and reference by

Employee Handbook

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\_Assigned to Wendy Villalobos\_

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ampleyees of Caliber Circulation of this Handback systems of Caliber requires the price system	
employees of Caliber. Circulation of this Handbook outside of Caliber requires the prior writte approval of the Head of HR.	ш
Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, an return it to the Head of HR. This will provide Caliber with a record that each employee has receive this Handbook.	d d
Again, welcome to the Caliber team!	
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1 ,	

# CONDITIONS OF EMPLOYMENT

#### **Equal Employment Opportunity Is Our Policy**

Caliber is an equal opportunity employer. It is the policy of Caliber to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law):
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault, and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Caliber will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Caliber representative with day-to-day personnel responsibilities and request such an accommodation. In the case of School employees, this would be their School Leader. In the case of SSO employees, this would be the Head of HR. The individual with the disability should specify what accommodation they need to perform the job, or if unknown, what job duties the disability impairs. Caliber will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. Caliber will

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Commented [2]: This was added to the list of recognized protected classes pursuant to a recent CA legal update.

identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Caliber will make the accommodation.

#### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of Caliber that all employees are considered "at-will" employees of Caliber. Accordingly, either Caliber or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice. Employees are not guaranteed employment for any length of time, including the length of the school year, or the length of any class assignment.

Nothing contained in this Handbook, employment applications, School or SSO memoranda, or other materials provided to employees in connection with their employment shall require Caliber to have "cause" to terminate an employee or otherwise restrict Caliber's right to release an employee from their "at-will" employment with Caliber. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict Caliber's right to terminate at will. No School or SSO representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with Caliber that are not consistent with Caliber's policy regarding "at-will" employment. Any attempt to do so will be null and void.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School or SSO memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

#### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspect has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Caliber will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

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By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

#### **Criminal Background Checks**

As required by law, all individuals working or volunteering at Caliber will be required to submit to a criminal background investigation (through the Department of Justice and the FBI). No condition or activity will be permitted that may compromise Caliber's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at Caliber include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee during their employment with Caliber be charged or convicted of any offense, the employee must immediately report the charge or conviction to their School Leader (if they are a School employee) and the Head of HR

#### **Tuberculosis Testing**

All employees of Caliber must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with Caliber and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the SSO office. This requirement also includes contract food handlers, substitute teachers, student teachers serving under the supervision of an educator, and any other contractor who engages directly with students. Any entity providing student services to a School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with students.

#### **Immigration Compliance**

Caliber will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, Caliber will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

Caliber shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, Caliber shall not discriminate against any individual because they hold or present a driver's license issued per Vehicle Code section 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, Caliber shall not

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allow a federal immigration enforcement agent to enter any nonpublic areas of the School or SSO Office without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

The Caliber Public Schools Board has passed a resolution making our Schools "safe spaces" for all students and families, regardless of immigration status. This resolution reflects our core values of Heart and Act. The Safe School Zone Resolution can be found at <a href="https://www.caliberschools.org/safeschools">www.caliberschools.org/safeschools</a>.

#### Professional Boundaries: Staff/Student Interaction Policy

Caliber recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. Boundaries are defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-staff relationship is deemed an abuse of power and a betrayal of public trust.

#### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of Caliber personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

- 1. Stopping a student from fighting with another student;
- 2. Preventing a pupil from committing an act of vandalism;
- 3. Defending yourself from physical injury or assault by a student;
- 4. Forcing a pupil to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

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#### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and other Caliber staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders, whether or not those situations are expressly listed here. One viable standard that can be quickly applied, when an employee is unsure if certain conduct is acceptable, is to ask, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of the student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

# Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the School Leader any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### **Examples of Specific Behaviors**

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school
- (e) Making or participating in sexually inappropriate comments.

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- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student.
- (h) Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Tickling or piggyback rides
- (l) Furnishing alcohol, tobacco products or drugs or failing to report knowledge of such

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

# (These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in the employee's home.
- (d) Offsite visits, activities, or events arranged with students participating in any Caliber Mentorship Programs.

#### Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining School and parent approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, texts, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when the employee is alone with a student.
- (e) Keeping reasonable space between the employee and the student.
- (f) Stopping and correcting students if they cross the employee's personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if the employee finds themself in a difficult situation related to boundaries.
- (j) Involving a supervisor if conflict arises with the student.

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- (k) Informing the School Leader about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present if the employee will be alone with any type
  of special needs student.
- (o) Asking another staff member to be present if the employee must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping professional conduct a high priority.
- (s) Asking if these actions are worth the employee's job and career.

#### **Employee Freedom of Speech**

Employees should be aware that speech rights are limited when the employee is carrying out his or her official duties. All staff are responsible for student safety. Staff may exercise free speech protections, with appropriate approval, as long as they do not put students or other staff at risk of emotional or physical harm.

#### Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Caliber is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Caliber's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information (including testing and characteristics); sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

Caliber does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which Caliber does business). Supervisors and managers are to report any complaints of unlawful harassment to the Head of HR or designee.

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Commented [3]: This was added in alignment with the update to the School's EEO policy, above.

When Caliber receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Chief Executive Officer), the School Leader (if a complaint is about a School employee other than the School Leader), or the Chief Executive Officer (if a complaint is about an SSO employee or a School Leader) will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Caliber is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

#### Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

#### Prohibited Unlawful Sexual Harassment

Caliber is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including termination, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against them or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the School Leader. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." Complaints which are governed by Title IX will be handled in accordance with Caliber's Title IX Policy and Procedure.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - o Rape, sexual battery, molestation or attempts to commit these assaults; and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an

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area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Caliber policy.

#### Whistleblower Policy

Caliber requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within Caliber. As representatives of Caliber and its Schools, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that Caliber has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of Caliber to raise serious concerns about the occurrence of illegal or unethical actions within Caliber before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of Caliber have a responsibility to report any action or suspected action taken within Caliber that is illegal, unethical or violates any adopted policy of Caliber, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to Caliber or any individual at Caliber and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who Caliber believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

#### Anti-Nepotism Policy

#### Overview

The purpose of this policy is to maintain the highest level of integrity in all actions of Caliber by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with Caliber's policy of making decisions based solely on Caliber's mission, business needs, and any individual's qualifications, skills, ability and performance.

#### Definition of "Relative"/"Related Persons"

The following relationships between employees creates an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild

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- Aunt and/or uncle and niece and/or nephew
- · First cousins
- · Spouses and registered domestic partners
- · Guardians and wards
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis
  in the home of a current Caliber employee.
- · Persons engaged in a romantic relationship (e.g. dating or engaged).

#### Job Applicants

As a family-friendly organization, Caliber does not discriminate against job applicants who are relatives of Caliber employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a Caliber employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the Caliber employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

#### **Employment Decisions**

No Caliber employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management, or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If, based on Caliber need, a non-relative Administrator assigns an employee to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by the School Leader (in the case of a School employee other than a School Leader) or the Head of HR(in the case of an SSO employee or School Leader). A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision, and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of the Chief Schools Officer or their appointed representative.

#### Policy Violations

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and including discipline/termination.

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The employee may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for Caliber, other employees, and/or students.

#### **Drug and Alcohol-Free Workplace**

Caliber is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other Caliber stakeholders.

The bringing to the workplace, possession or use Of intoxicating beverages or drugs on any Caliber premises, or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

#### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. Employees should only access student records when they have a legitimate educational purpose for doing so. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

#### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to their immediate supervisor and the Head of HR, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Caliber may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

# Smoking

All Caliber facilities are non-smoking (including e-cigarettes and vaporizers) facilities.

**Commented [4]:** If there is an internal system for maintaining those records then feel free to more specifically name that here.

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# THE WORKPLACE

#### **Job Duties**

The employee should refer to the applicable job description for their position for an explanation of their specific job duties. The employee should also consult their supervisor for further direction and clarification. Caliber reserves the right to change the employee's job description and responsibilities when necessary for staff retention or school functioning. Employees will be notified of changes to their job description in a timely manner.

#### **Work Schedule**

Caliber's hours of school operation are Monday through Friday, 7:30 a.m. to 4:00 p.m., with daily after school activities from 4:00 p.m. to 6:00 p.m. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to complete all job requirements. Accordingly, no overtime compensation will be paid to exempt employees.

#### **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with an unpaid thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Caliber mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

### **Lactation Accommodation**

Caliber accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

Caliber will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a room/location shall not be a bathroom.

The location will:

• Be shielded from view and free from intrusion while the employee is expressing milk

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- Be safe, clean and free of hazardous material
- Contain a surface to place a breast pump and personal items
- Contain a place to sit
- Have access to electricity or alternative devices, including, but not limited to, extension cords
  or charging stations, needed to operate an electric or battery-powered breast pump.

Employees with private offices may be required to use their offices to express breast milk. Access to a sink with running water and a refrigerator suitable for storing milk will be provided. If a refrigerator cannot be provided at the close location, a cooler will be provided. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

#### Attendance and Tardiness

Employee schedules are set at the beginning of the school year and designated work hours will be communicated by the School Leaders on school campuses and the CEO for the SSO Office. All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects Caliber's ability to implement its educational program and disrupts consistency in students' learning.

Nonexempt employees must not begin work or clock in more than ten (10) minutes before the scheduled work time, and must end work and clock out no later than ten (10) minutes after the end of shift. Employees are expected to adhere to start and end times each day. Employees who wish to leave early must seek approval from their supervisor.

If it is necessary to be absent or more than (10) minutes late, employees are expected to notify the School Leadership Team as soon as possible but by no later than one-half (1/2) hour before the start of the workday. Employees must also submit a Staff Absence Request in Paycom for each day of any absence. If an employee is absent from work for longer than one (1) day, they are expected to keep their supervisor sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with Caliber. Absence for more than three (3) consecutive days without notifying their supervisor will be considered a voluntary resignation from employment.

#### Time Cards/Records

By law, Caliber is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize Caliber's time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep their supervisor advised of their departures from and returns to the school premises during the workday. Any overtime must be approved in advance by their supervisor.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an

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error on the time card, the employee must make the correction in Paycom. Repeated occurrences of not clocking in and out may be considered a performance or disciplinary issue.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running Caliber errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with Caliber.

#### Temporary Telework Policy to Address COVID019 Remote Working Conditions

#### **Purpose**

Caliber recognizes approved teleworking as a necessary work arrangement while the School is closed during the ongoing coronavirus ("COVID-19") pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during the School's closure due to COVID-19.

#### Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to deny future teleworking assignments or to terminate a telework assignment as long as the refusal or termination are in line with guidance from state and local health departments.

### General Requirements

Employees may only telework if they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise while teleworking. Caliber will use guidance from state and local health officials to determine when it is appropriate for staff to return to the School site and in what capacity. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

#### **Eligibility Considerations**

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful

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teleworking. In the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

#### Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- · Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued
  efforts to involve teleworking employees in office/department events, messages, etc. as
  applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

#### Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and, as needed, their co-workers or other School stakeholders (e.g., students and/or parents)informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

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The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

#### Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. The School will not provide office furniture for the workspace at home.

All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign an inventory of all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, all School property must be returned to the School.

#### **Intellectual Property**

The School shall hold ownership over any discoveries and improvements, patentable or otherwise, ideas and writings and copyrightable material, which are conceived, developed, reduced to practice, or acquired by the Employee (collectively, "IP") during the Employee's employment and which relate to the business of the School. All original works of authorship which are made by the Employee (solely or jointly with others) within the scope of and during the period of their employment with the School and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. The Employee agrees to disclose promptly, fully and in writing all such IP to the School. The Employee will upon the Company's request, execute, acknowledge and deliver to the Company all materials. Employee's shall not damage, alter, deface or destroy any discoveries and improvements, patentable or otherwise, ideas and writings and copyrightable material, which are conceived, developed, reduced to practice, or acquired by the Employee during the Employee's employment and which relate to the business of the School.

#### Reimbursement

The School shall reimburse employees for actual and necessary expenses incurred in the employee carrying out School business when such expenses are expressly authorized and preapproved by the School.

The School shall reimburse an employee's costs for internet, based upon a reasonable percentage of work-related use.

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Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet and/or cell phone bill for review. Such bills may be redacted as needed to remove any private/confidential information.

### Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

### Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

### Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy and as summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

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#### **Evaluation and Duration**

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with notice of the modification of termination when possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic in line with guidance from state and local health departments.

#### Use of Email, Voicemail and Internet Access

Caliber will permit employees to use its email, voicemail, computers, printers, facsimile, Internet access, and where assigned, laptops, cell phones and other electronic devices (collectively "communication systems") subject to the following:

- 1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
- 2. The communication systems are for business purposes only and may not be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, content that is sexually explicit, inappropriate, or violent, and ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, gender identity, age, religious beliefs or political beliefs may not be displayed or transmitted.
- 3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission. All records and data on Caliber's communication system is Caliber property, and may not be taken without Caliber's express permission, or used or accessed for an improper/unauthorized purpose.
- 4. Caliber will not enter an employee's personal email files or voicemail unless there is a business need to do so. Caliber retains a copy of all passwords; passwords unknown to Caliber may not be used. System security features, including passwords and delete functions, do not neutralize Caliber's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
- Caliber reserves the right to monitor, limit, block or restrict any individual's use of Caliber property or communication systems that do not comply with the aforementioned policies. Additionally, Caliber reserves the right, and to inspect, copy, remove, or delete any data or records. Caliber Public Schools reserves the right to implement the aforementioned on a case by case scenario.
- Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Commented [5]: We normally include language to this effect since school records are subject to security considerations as well as possible disclosure under the CPRA, even if they are contained on a personal device. The School is not required to enforce this restriction, but it needs to be sure that any school records are maintained by the School even if an employee uses their personal device.

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#### **Personal Business**

Caliber's facilities for handling mail and telephone calls are designed to accommodate Caliber business. Employees should have personal mail directed to their home address and limit personal telephone calls and other personal business to an absolute minimum. Do not use Caliber material, time or equipment for personal projects.

No employee shall sell merchandise, circulate non-work related, divisive or disruptive written material, or solicit or promote support for any non-work related cause or organization during work time or during the work time of the employees and/or students at whom such activity is directed. For the avoidance of doubt, this includes, without limitation, marketing commercial products or services, charitable fundraising, advertising employment opportunities, and political campaigning, without the express permission of Caliber.

Any employee who is unclear on this policy should immediately consult with their supervisor or the Head of HR. Violations of this policy may result in disciplinary action up to and including termination from employment.

#### Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- Caliber equipment, including Caliber computers and electronics systems, may not be used for these purposes unless conducting official Caliber business
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of Caliber or its Schools;
- Employees may not use Caliber or School logos, trademarks and/or copyrighted material and
  are not authorized to speak on Caliber or its School's behalf unless specified by a supervisor
  and for official Caliber business
- Employees are not authorized to publish any confidential or proprietary information maintained by Caliber;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing Caliber, its Schools, the employee's supervisors, co-workers and other schools;
- Employees must comply with all Caliber policies, including, but not limited to, rules against unlawful harassment and retaliation.

Caliber reserves the right to take disciplinary action against any employee whose social media postings violate this or other Caliber policies.

## Personal Appearance/Standards of Dress

Caliber employees serve as role models to its Schools' students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

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Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment. All
  clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing
  are not permitted except for modest slits in dresses or skirts.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted (Except on alternate dress days as noted by the School Leader). Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 3) Skirts and dresses should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 5) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 6) Appropriate shoes must be worn at all times.

#### **Gifts**

Employees may not accept gifts from students, vendors, or families, or engage in business transactions or exchanges in which the employee has a financial interest with Caliber, students, families or vendors.

The receipt of occasional flowers, candy or gifts worth less than \$50.00 from students, parents/guardians, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from the Chief Operating Officer before accepting any gift worth in excess of \$50.00.

### **Health and Safety Policy**

Caliber is committed to providing and maintaining a healthy and safe work environment for all employees. Violence, or the threat of violence, by employees, or against employees will not be permitted.

Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the School Leader (for School employees) or Chief Operating Officer (for SSO employees) any potential health or safety hazards, and all injuries or accidents. Employees may not bring firearms, ammunition or other weapons to any Caliber site.

In compliance with Proposition 65, Caliber will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

#### **COVID Health and Safety Protocols**

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Staff may review Caliber's COVID-19 health and safety protocols by reviewing Caliber's most up to date COVID-19 Preventions Plans located on our Caliber Website.

### **Security Protocols**

Caliber has developed guidelines to help maintain a secure workplace. At the Schools, visitors must sign into the visitor log and wear appropriate visitor tags/badges. Employees should be observant of unknown persons loitering in parking areas, walkways, entrances, exits, and service areas. Staff should report any suspicious persons or activities to the School Leader. Employee desks and/or offices should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director of Operations when keys are missing or if security access codes or passes have been breached. The Staff Lounge is for employee use only, and for safety and security purposes, should be restricted from use by non-employees.

## **Employees Who Are Required to Drive**

Employees who are required to operate a vehicle while conducting approved Caliber business will be required to show proof of a current, valid license and, where applicable, proof of current, effective insurance coverage. Caliber retains the right to obtain an employee motor vehicle record from the California Department of Motor Vehicles.

Employees who drive their own vehicles on approved Caliber business will be reimbursed pursuant to the "Reimbursement of Travel Expenses" section of the handbook below. Employees driving for a school related purpose must refrain from using cell phones while driving and must follow all applicable laws.

Any employee who fails to comply with this policy may be disciplined, up to and including termination. Caliber will not be responsible for the employee's failure to use good judgment, and to follow all driving laws and applicable safe practices.

# **Reimbursement of Travel Expenses**

This policy was developed from the point of view that each staff member will have one campus that is naturally their "base campus." While employees are not reimbursed for commute expenses incurred as they travel to/from their residence to their base campus, they will be reimbursed for toll and mileage when they are required to travel to a campus that is not their base campus. If there is any uncertainty as to what your base campus is for the purposes of this policy, please consult your supervisor or HR for clarification. In cases where the staff member travels between their base campus and another campus, reimbursable mileage is to be calculated from the base campus to the other campus. Reimbursements are made according to the then-current IRS Mileage guidelines. In such cases, staff members will also be reimbursed for any bridge tolls on the customary route between the campuses. For reference purposes, the mileage between Beta & Changemakers Academies is 18 miles one-way. In cases where the staff member travels directly between their residence and a campus other than their base campus, reimbursable mileage is to be calculated as the incremental mileage travelled as compared to the mileage they would have travelled to their base campus. In such cases, staff members will also be reimbursed for any bridge tolls that would not otherwise have been required to reach their base campus.

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Employees who have any questions regarding the policy, should consult their supervisor or HR for clarification.

Employees must fill out expense reports in Paycom on a periodic basis including toll receipt or Fastrack log and record accompanying mileage. Expense reports must have all receipts. Multiple trips can be reported on the same expense report.

### **Occupational Safety**

Caliber is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every Caliber supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of Caliber that accident prevention shall be considered of primary importance in all phases of operation and administration. Caliber's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce Caliber safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

### **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on Caliber premises to the Head of HR and the Director of Operations so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes using the <u>Caliber Incident Report</u>.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

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# EMPLOYEE WAGES AND HEALTH BENEFITS

#### **Payroll Withholdings**

As required by law, Caliber shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

- Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- 3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Caliber.
- State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, they should ask the Head of HR to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form in Paycom.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status in Paycom.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Caliber will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the School Leader (in the case of School employees) or the Chief Operating Officer (in the case of SSO employees). Caliber provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of

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eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

### **Paydays**

Employees are paid semi-monthly on the fifteenth (15<sup>th</sup>) and last day of the month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to the Head of HR. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

### Wage Attachments and Garnishments

Under normal circumstances, Caliber will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require Caliber, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal will discuss the situation with the employee.

### **Medical Benefits**

#### Eligibility

An employee is eligible for medical coverage if they are a regular employee working for Caliber at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

#### When Coverage Starts

Coverage will begin on the first day of employment if hired on the first day of the month (e.g., coverage will begin on August 1 for employees hired on August 1) or on the first day of the next month if hired at any other point (e.g., coverage will begin on September 1 for employees hired between August 2 and August 31). Enrollment must be done online in Paycom and authorizes any payroll deductions necessary to pay for your coverage.

### **COBRA Benefits**

When coverage under Caliber's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits

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ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and Caliber's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct;
   or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes them ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Caliber will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying Caliber within thirty (30) days of the event. Caliber will then notify the employee or their dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;

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- Caliber stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

#### 401(K) Retirement Plan

Caliber encourages employees to participate in Caliber's 401(k) Retirement Program. Caliber contributes to all full-time employees' accounts at a rate equal to three percent (3%) of their salary each pay period. Employee contributions vest immediately. Caliber's contributions vest after three (3) years with the company. Employees are automatically enrolled in the 401(k) Retirement Program and will contribute three percent (3%) of their gross income unless they opt out. Each year this automatic enrollment will increase by 1% unless the employee requests otherwise. Employees are opted into default fund elections based on their age. 401(k) information can be obtained from the HR Department. For specific information, please consult the 401(k) Plan documentation.

## Flexible Spending Account (FSA)

Participation in the Caliber FSA program is available to all employees. FSA deductions are subject to limits set and periodically adjusted by the Internal Revenue Service. The 2022 limit to contribute for health expenses is \$2,850. The 2022 limit for dependent care is \$5,000, FSA deductions are tax-free.

#### Rollover

The 2022 rollover limits are as follow:

FSA: Up To \$570

Dependent Care: No Rollover

### **Election Changes**

You may only change your election mid-year in certain limited circumstances, and even then, changes are subject to restrictions. In order to change your election mid-year, you must experience a qualified status change (birth, marriage, etc.) or other approved exception. All change requests must be made within 30 days of the status change date.

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**Deleted:** Caliber has adopted a roll over all unused amounts in these accounts from 2020 to 2021 and from 2021 to 2022.

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**Deleted:** For the 2021 plan year Caliber employees may prospectively change their health or dependent care FSA contribution rates without experiencing a qualifying event.

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# PERSONNEL EVALUATION AND RECORD KEEPING

#### **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by their supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Caliber and are based on the 2022-23 Salary Scale and COLA (Cost of Living Adjustment). After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by their supervisor within the first ninety (90) days of employment.

Potential for advancement will be based largely upon job performance. On a periodic basis, supervisors will review employee job performance with an employee in order to establish goals for future performance and to discuss your current performance. Caliber's evaluation system will in no way alter the at-will employment relationship.

## Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Head of HR advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes in Paycom is essential and will enable Caliber to contact an employee should the change affect their other records.

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a Caliber representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. Caliber will restrict disclosure of personnel files to authorized individuals within Caliber. A request for information contained in the personnel file must be directed to the Head of HR by completing and mailing back the <a href="Personnel File: Inspection/Copy Request Form">Personnel File: Inspection/Copy Request Form</a>. Only the Head of HR is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Caliber will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, or

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administrative law judge, and the complaint is deemed to be false, not credible, unsudetermination was made that discipline was not warranted.	ubstantiated or a
Employee References	
All requests for references must be directed to the Head of HR. No other manage employee is authorized to release references for current or former employees. Calib references for employees who have left Caliber is to disclose only the dates of emptitle of the last position held.	per's policy as to
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# HOLIDAYS AND LEAVES

#### Holidays

Caliber's calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- January 1
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- July 4
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- December 24
- December 25
- December 31

When a holiday falls on a Saturday or Sunday, it will generally be observed on the preceding Friday or following Monday and will be communicated as such by the Head of HR.

In addition to the holidays above, nonexempt employees are given one (1) week paid time off for Spring Break and one (1) week paid time off during the December Winter Break, which shall be paid at the employee's regular rate of pay. In addition, as a replacement and expansion of Caliber's practice of paying full-time hourly staff during winter and spring break, full-time non-exempt staff will be paid for all school holidays between the first and last day of the school year (e.g., spring break and winter break, but also other days when their school is closed and their duties do not require them to come to work).

To be eligible for holiday pay, an employee must be full-time, nonexempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. However, exempt employees and teachers will receive their regularly scheduled pay during holidays.

Holiday hours do not count as hours worked for purposes of calculating overtime. Other than approved holidays, specified days off and sick days, all employees (exempt and nonexempt) are expected to be at work on all scheduled work days. Employees on any leave of absence do not earn holiday pay.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance through Paycom. The employee will be paid if the religious holiday is taken as a personal necessity day.

### **Unpaid Leave of Absence**

Caliber recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, Caliber may grant employees leaves of absence. Any unpaid leave of

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absence must be approved in advance by Caliber's CEO or designee.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

#### Sick Leave

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To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, Caliber offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all Caliber employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Eligible employees accrue four (4) hours of paid sick leave for each pay period worked. Paid sick leave is capped at forty-eight (48) hours per year for full-time employees and twenty-four (24) hours per year for part-time employees.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of at least one (1) hour.

Employees will not receive pay in lieu of unused sick leave and unused sick leave will not be paid out upon separation from employment. Sick leave may only be utilized for personal necessity as described below.

Employees who are unable to report to work due to personal or dependent illness or injury must contact their supervisor prior to their normal starting time and indicate the anticipated duration of the time away from work due to illness, if possible, and no later than two (2) hours before their normal starting time, unless there is an emergency.

Employees absent longer than three (3) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to Caliber.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by Caliber. If an employee continues to have unapproved absences and does not furnish a physician's note, the employee may be put on a corrective action plan and further action, including termination may be taken.

Personal Necessity Leave			
reisonal Necessity Leave			

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Employees may use up to forty (40) hours of sick leave for personal necessity annually. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (in addition to bereavement leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above. Personal necessity leave is not a form of vacation leave.

### Family Care and Medical Leave

This policy explains how Caliber complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require Caliber to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by Caliber for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA/CFRA leave, and work at a location where Caliber has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the School must only have at least five (5) employees).

• Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

- To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by Caliber, each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
- 2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by Caliber's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, onthe-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

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- b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- To care for a spouse, domestic partner, child, or parent with a serious health condition.
   A qualifying family member may also include a <u>parent-in-law</u>, grandparent, grandchild, or sibling for CFRA purposes.
- 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
- 5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
  - 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
  - 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
  - 3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

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4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, Caliber's or the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days Caliber's or the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

#### Pay during FMLA/CFRA Leave

- 1. An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, Caliber and the employee may agree to have Caliber-provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
- 2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
- 3. If an employee has exhausted their sick leave, leave taken under FMLA or CFRA shall be unpaid leave.
- 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrued during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

# Health Benefits

The provisions of Caliber's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by Caliber during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, Caliber will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, Caliber will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

Caliber may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

 The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave"

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if they work less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

#### Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced.

#### Medical Certifications

- An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Caliber. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of Caliber's request for certification) may result in denial of the leave request until such certification is provided.
- Caliber will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. Caliber may contact the employee's health care provider to authenticate a certification as needed.
- 3. If Caliber has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Caliber may request a second opinion by a health care provider of its choice (paid for by Caliber). If the second opinion differs from the first one, Caliber will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA/CFRA Leave
  - 1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Head of HR. An employee asking for a Request for Leave form will be given a copy of Caliber's then-current FMLA/CFRA leave policy.
  - Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
  - 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Caliber's operations.

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- 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that Caliber will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- 7. Caliber will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, Caliber will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work

- Upon timely return at the expiration of the FMLA/CFRA leave period, an employee
  is entitled to the same or a comparable position with the same or similar duties and
  virtually identical pay, benefits, and other terms and conditions of employment unless
  the same position and any comparable position(s) have ceased to exist because of
  legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
- 2. When a request for FMLA/CFRA leave is granted to an employee, Caliber will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
- If an employee can return to work with limitations, Caliber will evaluate those
  limitations and, if possible, will accommodate the employee as required by law. If
  accommodation cannot be made, the employee will be medically separated from
  Caliber.

### • Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without Caliber's written permission. An employee who accepts such

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employment without Caliber's written permission will be deemed to have resigned from employment at Caliber.

### **Pregnancy Disability Leave**

This policy explains how Caliber complies with the California Pregnancy Disability Act, which requires Caliber to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

• Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the
  essential functions of her job without undue risk to herself, the successful completion
  of her pregnancy, or to other persons because of pregnancy or childbirth, or because
  of any medically recognized physical or mental condition that is related to pregnancy
  or childbirth (including severe morning sickness); or
- 2. The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times  $17^{-1/3}$  weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17  $^{1}$ /<sub>3</sub> weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17  $^{1}$ /<sub>3</sub> weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for

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Caliber. Caliber is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay During Pregnancy Disability Leave
  - 1. An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
  - 2. The receipt of sick leave pay or state disability insurance benefits, will not extend the length of pregnancy disability leave.
  - 3. Sick leave accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
  - 4. Full-time employees will receive up to five (5) days' of pay while on leave. No combination of pay, leave, and wage replacement benefits may result in the employee receiving more than 100% of their daily pay for any day.

Health Benefits

Caliber shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. Caliber can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

- 1. The employee fails to return from leave after the designated leave period expires.
- 2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.
- Seniority

An employee on pregnancy disability leave remains an employee of Caliber and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications
  - An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by Caliber. Failure to provide the required certification in a timely manner (within fifteen (15) days of the

pregnancy disability leave is not a legal requirement. Employees are entitled to use available paid leave, and may apply for disability and/or paid family leave, but the School is not required to provide compensation. However, it may elect to do so voluntarily.

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- leave request) may result in a denial of the leave request until such certification is provided.
- 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

#### Requesting and Scheduling Pregnancy Disability Leave

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Head of HR. An employee asking for a Request for Leave form will be referred to Caliber's then current pregnancy disability leave policy.
- 2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Caliber's operations.
- 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- 6. Caliber will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Caliber will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work

- 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within

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sixty (60) calendar days thereafter. Caliber will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

- 2. When a request for pregnancy disability leave is granted to an employee, Caliber will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- 3. In accordance with Caliber policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- If the employee can return to work with limitations, Caliber will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Caliber.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without Caliber's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

# **Industrial Injury Leave (Workers' Compensation)**

Caliber, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to their supervisor and Head of HR;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Head of HR;
   and

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 Provide Caliber with a certification from the employee's health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is Caliber's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. Caliber, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to Caliber's operation.

- If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the employee's supervisor and the Head of HR and to the individual responsible for reporting to Caliber's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to Caliber's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from Caliber's approved medical facility before returning to work.
- Any time there is a job-related injury, Caliber's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### Military and Military Spousal Leave of Absence

Caliber shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, Caliber shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, Caliber will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if they left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if they left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

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An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to Caliber, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Caliber shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide Caliber with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

#### **Bereavement Leave**

Caliber will grant up to three (3) consecutive days' paid time off to regular, full-time employees for the purposes of attending a funeral, making any necessary memorial arrangements, and/or traveling to and from the funeral or the employee's immediate family member. All other categories of employees are not entitled to paid bereavement leave. Caliber may request documentation to certify the need for such leave.

For the purposes of this policy, "immediate family members" include: parents, mother/father-in-law, persons who have raised the employee, spouse/domestic partner, child, grandparent, sibling, or grandchild.

Bereavement leave as stated above must be approved by the employee's direct supervisor in advance and in Paycom. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their leave may request to do so in advance from their supervisors. In the event that Caliber approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's personal necessity leave bank. If the employee has used all their accrued leave, the absence will be without pay.

## Jury Duty or Witness Leave

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. Employees must input the Jury Duty request in Paycom. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits.

Employees who are called for jury/witness duty will receive their regular salary unless they do not work any hours during the course of a workweek. In the event that the employee must serve as a witness within the course and scope of their employment with Caliber, Caliber will provide time off with pay.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official statesanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time

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and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two (2) days' notice.

### School Appearance and Activities Leave

As required by law, Caliber will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Caliber, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where Caliber requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by Caliber for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to Caliber that they are a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of Jeave for bone marrow donation, and up to thirty (30) days of Jeave for organ donation may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for the purpose of organ donation If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. Caliber may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

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**Commented [7]:** This policy was updated consistent with recent CA legal changes that make it easier to take organ and bone marrow donation leave.

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Caliber provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- · Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Caliber with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Caliber one (1) of the following certifications upon returning back to work:

- A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
- 2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
- 4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Caliber will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Principal.

### Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give their supervisor thirty (30) days' notice before returning from leave. Whenever Caliber is notified of an employee's intent to return from a leave, Caliber will attempt to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, reemployment cannot always be guaranteed. If employees need further information regarding Leaves

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**Deleted:** temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety, or welfare of the victim or their child

**Deleted:** A "victim" includes: a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime. "Immediate family member" is broadly defined to include "any other individual whose close association with the employee is the equivalent of a family relationship." To request an accommodation under this policy, an employee should contact the HR Department.

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of Absence, they should be sure to consult the Head of HR.		
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### DISCIPLINE AND TERMINATION OF EMPLOYMENT

#### **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by Caliber. This list of prohibited conduct is illustrative only and applies to all employees of Caliber; other types of conduct that threaten security, personal safety, employee welfare and Caliber's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of Caliber. If an employee is working under a contract with Caliber which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

will employees of Caliber. If an employee is working under a contract with Caliber which grants procedural rights prior to termination, the procedural terms in the contract shall apply. Insubordination - refusing to perform a task or duty assigned or act in accordance with 1. instructions provided by an employee's manager or proper authority. Unprofessional conduct. Commented [9]: I added this additional rule of conduct just to capture unprofessional conduct not otherwise Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of named below time or material, neglect of job, duties or responsibilities. Deleted: 2 Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on Caliber property by non-employees and by employees. Deleted: 3 This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks. Damaging, defacing, unauthorized removal, destruction or theft of another employee's Deleted: 4 property or of Caliber property, including intellectual property. Fighting or instigating a fight on Caliber premises. Deleted: 5 Violations of the drug and alcohol policy. Deleted: 6 Using or possessing firearms, weapons or explosives of any kind on Caliber premises. Deleted: 7 Gambling on Caliber premises. Deleted: 8 Tampering with or falsifying any report or record including, but not limited to, personnel, Deleted: 9 absentee, sickness or production reports or records, specifically including applications for employment and time cards. Recording the clock card, when applicable, of another employee or permitting or arranging Deleted: 0 for another employee to record your clock card. Use of profane, abusive or threatening language in conversations with other employees and/or Deleted: 1 intimidating or interfering with other employees. Conducting unauthorized personal business during business hours and/or unauthorized use of 1<u>3</u>, Deleted: 2 telephone lines for personal calls. Excessive absenteeism or tardiness excused or unexcused. Deleted: 3. Posting any notices on Caliber premises without prior written approval of management, unless Deleted: 4 posting is on a Caliber bulletin board designated for employee postings. Immoral or indecent conduct. Deleted: 5 16. Conviction of a criminal act. 17, Deleted: 6 Engaging in sabotage or espionage (industrial or otherwise) 18. Deleted: 7 Violations of the sexual harassment policy. 19. Deleted: 8 20, Failure to report a job-related accident to the employee's manager or failure to take or follow Deleted: 19 prescribed tests, procedures or treatment, Deleted: Sleeping during work hours. 21. Release of confidential information without authorization. 22. Any other conduct detrimental to other employees or Caliber's interests or its efficient operations. 23. Refusal to speak to supervisors or other employees. Employee Handbook Page 48 of 52

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- 24. Dishonesty.
- 25. Failure to possess or maintain the credential/certificate required of the position.
- 26. Accessing the records of a student without a legitimate educational purpose.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

While Caliber does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Caliber legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Caliber or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects Caliber's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by Caliber, employees are expected to devote their energies to their jobs with Caliber. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Caliber.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Caliber.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Caliber.
- Additional employment that requires the employee to conduct work or related activities on Caliber's property during the employer's working hours or using Caliber's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests
  of Caliber.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Head of HR explaining the details of the additional employment. If the additional employment is authorized, Caliber assumes no responsibility for it. Caliber shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

# **Termination of Employment**

Although employment with Caliber is at-will, Caliber requests that an employee who intends to voluntarily leave their employment with Caliber provide appropriate written notice to their supervisor. Should it become necessary for you to terminate your at-will employment with Caliber, please notify your supervisor regarding your intention as far in advance as possible to help ensure a

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smooth transition for your departure from Caliber. At least two (2) weeks' notice is expected whenever possible.	
All Caliber-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.	
If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.	
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## INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of Caliber the opportunity to seek internal resolution of their work-related concerns. All employees have free access to Caliber's administrators (e.g., Chief Executive Officer, Chief Operating Officer, School Leader, etc.) or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination and retaliation are addressed under Caliber's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

### **Open Door Policy**

At Caliber, we believe in transparency and feedback. Any employee with a suggestion, question, or complaint about their job, working conditions, or their treatment, is welcome to express their concerns and suggestions. For issues other than prohibited harassment, discrimination, or retaliation, employees are to take their concerns first to their supervisor, who will work with the employee to identify a solution. If the problem is still not resolved, the employee may present it to the Head of Talent (or if the complaint is about the Head of Talent to the Chief Operating Officer), preferably in writing, who will address your concerns. For issues that may arise from time to time between coworkers, we ask that you first attempt to address your concern directly with the co-worker, before involving your supervisor.

#### **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a Caliber employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Head of Talent:

- 1. The complainant will bring the matter to the attention of the Head of Talent or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce their complaint to writing, indicating all known and relevant facts. The Head of Talent or designee will then investigate the facts and provide a solution or explanation;
- 3. If the complaint is about the Chief Executive Officer, the complainant may file their complaint in a signed writing to the Board Chair, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chair or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, Caliber values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

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### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a Caliber employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Chief Executive Officer (or Board Chair if the complaint concerns the Chief Executive Officer) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Chief Executive Officer shall abide by the following process:

- 1. The Chief Executive Officer may designate the investigation of the complaint to a suitable Caliber or outside party.
- The Chief Executive Officer or designee shall use their best efforts to talk with the parties
  identified in the complaint and to ascertain the facts relating to the complaint.
- 3. In the event that the Chief Executive Officer or designee finds that a complaint against an employee is valid, the Chief Executive Officer (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Chief Executive Officer (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- 4. The Chief Executive Officer's (or designee) decision relating to the complaint shall be final.

## **General Requirements**

<u>Confidentiality</u>: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

<u>Resolution</u>: The Board (if a complaint is about the Chief Executive Officer) or the Chief Executive Officer will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

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# AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of Caliber in effect at the time of publication.

Caliber reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

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#### APPENDIX A

# HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of Caliber that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that Caliber may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of Caliber, you may file this form with the Chief Executive Officer or Board Chair.

Please review Caliber's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

Caliber will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, Caliber will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, Caliber will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize Caliber to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that Caliber will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by Caliber both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you believe harassed, or discrimina	
else:	
List any witnesses that were present:	
Where did the incident(s) occur?	
Please describe the events or conduct that are the bas	

factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand Caliber to disclose the information I have provide investigation.	d the above statements. I hereby authorize ded as it finds necessary in pursuing its
I hereby certify that the information I have provide complete to the best of my knowledge and belief.	d in this complaint is true and correct and
	Date:
Signature of Complainant	
Print Name	_
Trint ivaine	
Received by:	Date:
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# APPENDIX B

# INTERNAL COMPLAINT FORM

Date of Alleged Incident(s):	Your Name:	Date:
List any witnesses that were present:  Where did the incident(s) occur?  Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):  I hereby authorize Caliber to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:  Date:  Date:  Date:  Date:  Print Name	Date of Alleged Incident(s):	
List any witnesses that were present:  Where did the incident(s) occur?  Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):  I hereby authorize Caliber to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:  Date:  Print Name  To be completed by Caliber:		
Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):  I hereby authorize Caliber to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:  Date:  Date:  To be completed by Caliber:		
Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):		
I hereby authorize Caliber to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:    Date:   Da	Please describe the events or conduct that are the bedetail as possible (i.e. specific statements; what,	pasis of your complaint by providing as much factual if any, physical contact was involved; any verbal
I hereby authorize Caliber to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:  Date:  To be completed by Caliber:		
investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.  Date:    Date:		
Print Name  To be completed by Caliber:	investigation. I hereby certify that the information I complete to the best of my knowledge and belief. I	have provided in this complaint is true and correct and further understand providing false information in this
To be completed by Caliber:	Signature of Complainant	Date:
	Print Name	-
Received by:            Date:	To be completed by Caliber:	
	Received by:	Date:

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# **SECTION 3: CONSENT CALENDAR ITEMS**

D4. 2022-23 Caliber Beta Academy EPA Spending Plans

# Caliber: Beta Academy Education Protection Account (EPA) Spending Plan

Proposition 30, "The Schools and Local Public Safety Protection Act of 2012," temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). Charter schools such as Caliber: Beta Academy receive funds from the EPA based on their proportionate share of the statewide revenue limit amount.

Proposition 30 provides that governing boards of local agencies such as Caliber: Beta Academy have the sole authority to determine how they spend EPA funds, provapporided that the spending plan must be approved during a public meeting of the governing board. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.

Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended. The estimated EPA entitlement for Caliber: Beta Academy is as follows:

2014-15 School Year (actual)	\$ 55,814
2015-16 School Year (actual)	\$ 113,840
2016-17 School Year (actual)	\$ 143,368
2017-18 School Year (actual)	\$ 149,690
2018-19 School Year (actual)	\$ 154,606
2019-20 School Year (actual)	\$ \$163,452
2020-21 School Year (actual)	\$ \$172,880
2021-22 School Year (unaudited)	\$ \$168,983
2022-23 School Year (projected)	\$ \$173,880

EPA funds have been and will be used to cover salaries of certain non-administrative certificated classroom teachers.

This plan will be updated to reflect the actual amount of EPA funds received each year.

Additional information will also be available in Caliber Public Schools' annual financial report.



# **SECTION 3: CONSENT CALENDAR ITEMS**

D5. 2022-23 Caliber ChangeMakers Academy EPA Spending Plans

#### Caliber: ChangeMakers Academy Education Protection Account (EPA) Spending Plan

Proposition 30, "The Schools and Local Public Safety Protection Act of 2012," temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). Charter schools such as Caliber: ChangeMakers Academy receive funds from the EPA based on their proportionate share of the statewide revenue limit amount.

Proposition 30 provides that governing boards of local agencies such as Caliber: ChangeMakers Academy have the sole authority to determine how they spend EPA funds, provided that the spending plan must be approved during a public meeting of the governing board. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.

Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended. The estimated EPA entitlement for Caliber: ChangeMakers Academy is as follows:

2016-17 School Year (actual)	\$ 55,754
2017-18 School Year (actual)	\$ 92,250
2018-19 School Year (actual)	\$ 132,408
2019-20 School Year (actual)	\$ \$141,156
2020-21 School Year (actual)	\$ \$155,480
2021-22 School Year (unaudited)	\$ \$155,926
2022-23 School Year (projected)	\$ \$169,830

EPA funds will be used to cover salaries of certain non-administrative certificated classroom teachers.

This plan will be updated to reflect the actual amount of EPA funds received each year. Additional information will also be available in Caliber Public Schools' annual financial report.



# **SECTION 3: CONSENT CALENDAR ITEMS**

D6. 2022-23 BABI Janitorial Contract - Caliber: BETA Academy

# INDEPENDENT CONTRACTOR AGREEMENT Between Caliber Public Schools & Bay Area Building Improvements

This Independent Contractor Agreement ("Agreement") is made between Caliber Public Schools, a 501(c)(3) non-profit charter management organization whose address is 3260 Blume Drive #120, Richmond, CA 94806 ("Caliber") and Bay Area Building Improvements, whose address is P.O. Box 320708, San Francisco, CA 94132, ("Independent Contractor"). Caliber and Independent Contractor shall collectively be referred to as the "Parties" or singularly as a "Party."

It is the desire of Caliber to engage the services of Independent Contractor, with such services and the relationship between Caliber and Independent Contractor being governed according to the following terms and conditions:

#### A. SERVICES

- 1. <u>Statements of Work</u>. From time to time, Caliber and Contractor may execute one or more statements of work, substantially in the form attached hereto as **Appendix A**, that describe the specific services to be performed by Contractor (each, as executed by the Parties, a "*Statement of Work*"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by written agreement of the parties.
- 2. <u>Performance of Services</u>. Contractor will perform the services described in each Statement of Work (the "*Services*") in accordance with the terms and conditions set forth in each such Statement of Work and this Agreement.
- 3. <u>Delivery</u>. Contractor will deliver to Caliber the deliverables, designs, modules, software, products, documentation and other materials specified in each Statement of Work (individually or collectively, "*Deliverables*") in accordance with the delivery schedule and other terms and conditions set forth in such Statement of Work.

#### B. Compensation

1. Payment. In consideration for the Services to be performed by Independent Contractor under any Statement of Work, Caliber agrees to pay Independent Contractor the compensation outlined in such Statement of Work. Independent Contractor will submit to Caliber an invoice for Services rendered under each Statement(s) of Work on a calendar monthly basis during the Term. Independent Contractor shall send such invoices to the P.O. Box address identified below (attention: Accounting) or to the following email account: <a href="mailto:accounting@caliberschools.org">accounting@caliberschools.org</a>. Prior to beginning work on the Services, Independent Contractor will provide Caliber with a completed IRS W-9 form and Caliber shall not be obligated to make any payments hereunder until such form is

received. Unless otherwise agreed to in writing in any Statement of Work, Caliber shall pay all invoices within thirty (30) days of receipt. Notwithstanding the foregoing, if any invoice is subject to a good faith dispute, Caliber shall be permitted to delay payment of the disputed portion of such invoice while the parties work together expeditiously to resolve the dispute. In such an event, Caliber shall pay the undisputed amount of the invoice when due and shall promptly pay the remainder of the invoice promptly upon the resolution of the dispute.

- **2. Expenses.** Unless otherwise approved by Caliber in advance on a case-by-case basis, Caliber will not reimburse Contractor for any expenses incurred by Contractor in connection with performing Services. In the event that Caliber approves expenses for reimbursement, Contractor will furnish Caliber with copies of receipts and other customary documentation for such expenses for which Contractor requests reimbursement hereunder.
- **3. Materials.** Independent Contractor will furnish all materials, equipment and supplies used to provide the Services required by this Agreement.
- **4.Contractor Employees/Subcontractors.** Independent Contractor shall be permitted, with Caliber's prior approval in the case of each Statement of Work, to delegate work to its own employees and to subcontract with third parties to perform the Services, provided, however, that all of the following shall apply to such employees or subcontractors of Independent Contractor to which any work is delegated:
  - a. Independent Contractor shall remain fully responsible for the timely and workmanlike completion of all Services in any Statement of Work;
  - b. All terms and conditions of the Agreement and any Statement of Work shall apply jointly and severally to Independent Contractor and any employees, agents, partners, subcontractors, and/or volunteers (the "Contractor Staff") to which it delegates work. All requirements that apply to Independent Contractor hereunder, including, without limitation, those included in Section D.2. shall also apply to the Contractor Staff, and Independent Contractor shall be responsible for furnishing evidence of compliance with such requirements upon request by Caliber.
  - c. Independent Contractor shall be solely responsible for compensating the Contractor Staff and ensuring that all required FICA, unemployment, workers compensation, and other payments associated with such Contractor Staff are made in the manner prescribed by law. Caliber will not be responsible for any such payments associated with any Contractor Staff; and
  - d. In the event that Caliber desires, for any reason in Caliber's sole discretion, the removal from Caliber's premises of Independent Contractor or any Contractor Staff, Independent Contractor will immediately upon receiving notice from Caliber of such desire, cause the removal of such person or persons.

**5.Local, State and Federal Taxes.** Independent Contractor shall pay all income and FICA (Social Security and Medicare) taxes incurred while performing Services under this Agreement. Caliber will not:

- a. Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf or on behalf of any Contractor Staff;
- b. Make state or federal unemployment compensation contributions on Independent Contractor's behalf or on behalf of any Contractor Staff; or
- c. Withhold state or federal income tax from Independent Contractor's payments.

# C. Duration

- 1. Term of the Agreement. This agreement will become effective on the latter of the two signature dates below and will terminate the date either Party terminates the Agreement as provided below.
- 2. Terminating the Agreement. Unless otherwise agreed to in writing in any Statement of Work, during the term of this Agreement, either Party may terminate the Agreement without cause by providing written notice to the other Party thirty (30) days' advance notice.
- **3. Automatic Termination.** This Agreement terminates automatically on the occurrence of any of the following events:
  - a. The bankruptcy or insolvency of either Party;
  - b. The sale of business of either Party;
  - c. The death or permanent disability of either Party;
  - d. The material breach of any term or condition of this Agreement that remains uncured thirty (30) days following written notice thereof from the non-breaching party; or
  - e. Revocation or nonrenewal of the Caliber charter.
- **4. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (i) Contractor will promptly deliver to Caliber all Contractor Work Product, including all work in progress on any Contractor Work Product not previously delivered to Caliber, if any; (ii) Contractor will promptly deliver to Caliber all Confidential Information in Contractor's possession or control; and (iii) Caliber will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section B.

#### D. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICE

- 1. Qualifications. Independent Contractor shall provide Caliber with copies of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the Services provided under any Statement of Work.
- **2. Working with Students.** Should Independent Contractor or any Contractor Staff provide Services that result in any such personnel interacting with Caliber students, Independent Contractor shall abide by all Caliber policies regarding staff behavior and that ensure that any Contractor Staff are aware of and agree to abide by them at all times while on Caliber premises. These policies include, without limitation the following:
  - a. Independent Contractor and Contractor Staff that interact with students shall complete and return a "Criminal Background Check and Tuberculosis Clearance Certification" (attached hereto as **Appendix B**) prior to interacting with any Caliber students.
  - b. Independent Contractor and Contractor Staff that interact with students will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code 11164-11174.
  - c. In addition to the general liability insurance required under Section D.3. below, Independent Contractor shall also carry student abuse and molestation insurance providing at least \$1,000,000 in coverage, and shall at all times name Caliber as a certificate holder under such policy or policies.
- **3. Insurance.** Independent Contractor shall at all times during the Term carry insurance that, at a minimum, shall consist of at least the following:
  - a. General Liability: Providing at least \$1,000,000 in coverage for negligence, errors and omissions, and employment practices liability of Independent Contractor, its governing board, officers, agents, and employees.
  - b. Automobile Insurance: To the extent necessary and in amounts appropriate for the type and use of any work that uses an automobile.

Upon request by Caliber, Independent Contractor shall provide Caliber with proof of such insurance.

**4. Workers' Compensation.** Caliber shall not obtain workers' compensation insurance on behalf of Independent Contractor or any Contractor Staff. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

# E. INDEPENDENT CONTRACTOR STATUS

Independent Contractor is an independent contractor, not an employee of Caliber. The Contractor Staff (if any) are not Caliber's employees. Independent Contractor and Caliber agree

to the following rights consistent with an independent contractor relationship:

- 1. Independent Contractor has the right to perform Services for others during the term of this Agreement.
- 2. Independent Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed to the extent the provision of Independent Contractor's Services are consistent with the responsibilities set forth herein in any Statement of Work as dictated by Caliber.
- 3. Independent Contractor shall not receive any training from Caliber in the skills necessary to perform the Services required by this Agreement.
- 4. Caliber shall not require Independent Contractor to devote full time to performing the Services required by this Agreement.
- 5. Neither Independent Contractor nor any Contractor Staff are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Caliber.

# F. INTELLECTUAL PROPERTY/TRADEMARK OWNERSHIP AND USE

- 1. Ownership of Intellectual Property. Independent Contractor acknowledges that any intellectual property created as part of the Deliverables is a "work made for hire" and further assigns to Caliber all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for Caliber under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Notwithstanding the foregoing, Caliber acknowledges that any intellectual property that was created independently of the Deliverables and owned by Independent Contractor (the "Contractor Intellectual Property") shall remain the intellectual property of Contractor. Independent Contractor hereby grants to Caliber a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to make, have made, use, copy, modify, create derivative works based upon, display, perform and transmit the Contractor Intellectual Property to the extent necessary to enable Caliber to use the Deliverables.
- 2. Registration of Intellectual Property. Independent Contractor shall help prepare any documents Caliber considers necessary to secure any copyright, patent, or other intellectual property rights to the Deliverables at no charge to Caliber. Independent Contractor agrees to honor the proprietary information of Caliber and shall not disclose or circumvent such proprietary information now or in the future.
- 3. Use of Intellectual Property/Trademarks. Independent Contractor shall not use the name, insignia, or any facsimile of Caliber material for any purpose, without

Caliber's express prior authorization. Independent Contractor shall not use for any material purpose, including, but not limited to, advertising, client list, or references, any of Caliber's intellectual property, name, insignia, trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, or any facsimile of Caliber, and any common law rights pertaining thereto, without prior written consent from Caliber.

#### G. CONFIDENTIALITY

- 1. Proprietary Information. Independent Contractor acknowledges that, in connection with providing the Services under this Agreement, Independent Contractor may have access to and make use of Caliber's proprietary, confidential and trade secret information ("Proprietary Information"). Proprietary Information includes, but is not limited to: know-how, materials, processes and procedures relating to the medical scribes and medical scribe Services; know-how, materials, processes and procedures relating to the use of electronic medical records systems; lists of customers and of potential customers; marketing plans and strategies; pricing information; information concerning Caliber's employees, students, and independent contractors; and any other information reasonably understood to be confidential or proprietary to Caliber.
  - a. Proprietary Information, whether written, verbally presented, visually viewed, printed, graphic, or electronically recorded materials furnished by Caliber for use by Independent Contractor, are confidential to the extent allowable by law, constitute Caliber's proprietary and/or trade secret information, and remains the property of Caliber.
  - b. Independent Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information except to the extent necessary to perform the Services.
  - c. Upon termination of this Agreement, or at the request of Caliber before termination, Independent Contractor will deliver to Caliber all Proprietary Information that is in Independent Contractor's possession or under Independent Contractor's control. The obligations concerning Proprietary Information extend to information belonging to students and vendors of Caliber to which Independent Contractor may have gained possession as a result of performing the Services.
  - d. The confidentiality restrictions contained in this Section and its subsections will not apply to any information that is:
    - i. Generally known, or becomes generally known, to the public through no wrongful or negligent act of Independent Contractor;

- ii. In the possession of Independent Contractor prior to the Parties entering into this Agreement and the same can be demonstrated by the Independent Contractor's records;
- iii. Independently developed by Independent Contractor without use, directly or indirectly, of Caliber's Proprietary Information;
- Rightfully received by Independent Contractor from a third party without restriction and without breach of this Agreement or any other agreement;
- v. Approved for release by written authorization of Caliber; or
- vi. Required to be disclosed by operation of law; provided, however, that Independent Contractor will first give written notice of such required disclosure to Caliber, make a reasonable effort to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow Caliber to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and disclose only that part of the Proprietary Information which, in the opinion of Independent Contractor, is required to be disclosed.

### 2. Protected Information.

- a. <u>Health Information.</u> Contractor acknowledges that, from time to time during the term of this Agreement, Contractor may acquire or have access to Protected Health Information ("PHI") of Caliber's students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (hereinafter the "HIPAA Rules"). Contractor will not use or disclose, and will cause its employees and/or subcontractors not to use or disclose, PHI, except as necessary to perform the Services or as required by law. At Caliber's request, Contractor will execute a "Business Associate Agreement" in order to comply with the HIPAA Rules.
- b. <u>Student Information.</u> Independent Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1231(g)) and the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*). Independent Contractor will not use or disclose, and will cause Independent Contractor's employees and/or subcontractors not to

- use or disclose such information, except as necessary to perform the Services or as required by law.
- c. <u>Private Information.</u> Independent Contractor acknowledges that, from time to time during the term of this Agreement, Independent Contractor may acquire or have access to private information protected from disclosure pursuant to Article I, Section 1 of the California Constitution. Independent Contractor will not use or disclose, and will cause Independent Contractor's employees and/or subcontractors not to use or disclose such information, except as necessary to perform the Services or as required by law.
- **3. Return of Proprietary/Protected Information.** Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of Caliber to Caliber.

#### H. Non-Discrimination

The Parties shall not discriminate against any pupil, employee, or applicant for employment on the basis of the person's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

#### I. DISPUTE RESOLUTION

- **1. Mediation.** If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Contra Costa County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the Parties.
- **2. Arbitration.** If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in Contra Costa County for binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.
- **3. Attorneys' Fees.** Should any mediation, arbitration, and/or litigation commence between the Parties concerning this Agreement or the rights and duties of either Party hereto, whether it be an action for damages, equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, as an element of its costs of suit in addition to

other relief as may be granted by the arbitrator or Court, reasonable sums as and for attorneys' fees, or such prevailing party may recover such attorneys' fees in a separate action brought for that purpose. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees. No sum of attorneys' fees shall be counted in calculating the amount of judgment for purposes of determining whether a Party is entitled to recover its costs or attorneys' fees.

#### J. LIMITED LIABILITY

This provision allocates the risks under this Agreement between Independent Contractor and Caliber. Independent Contractor's pricing reflects the allocation of risk and limitation of liability. However, to the extent such actions or omissions were not caused by Caliber, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or its employees and/or agents while on Caliber's premises.

# K. INDEMNIFICATION

Contractor will defend, indemnify and hold Caliber harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:

- 1. Any action by a third party against Caliber that is based on a claim that any Services performed under this Agreement, or the results of such Services (including any Contractor Work Product), or Caliber's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights; and
- 2. Any action by a third party against Caliber that is based on any act or omission of Independent Contractor or Contractor Staff and that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, or regulation.

# L. Notices

1. Contact Persons. All notices and other communications in connection with this Agreement shall be directed to the following persons:

If to Independent Contractor:
Bay Area Building Improvements
P.O BOX 320708
San Francisco CA, 94132
(415)867-0535
BayAreaBuildingImprovements@yahoo.com

If to Caliber:
President
3260 Blume Drive #120
Richmond, CA 94806
markus@caliberschools.org
Phone: (415) 860-4963

- **2. Notice Procedures.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:
  - a. When delivered personally to the recipient's address as stated on this Agreement;
  - b. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
  - c. When sent by fax or email to the last fax number or email address of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

#### N. MISCELLANEOUS TERMS

- 1. Exclusive Agreement. This is the entire Agreement between Independent Contractor and Caliber. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.
- 2. Modifying the Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No waiver of any provision of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.
- **3. No Partnership.** This Agreement does not create a partnership relationship. Neither Party has authority to enter into contracts on the other's behalf.
- 4. Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
- **5. Applicable Law.** This Agreement will be governed by the laws of the State of California.
- **6. Interpretation of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning. The language of the Agreement shall not be construed for or against any particular Party.
- 7. **Survival of Terms.** Sections F, G, I, J and K (and their subsections, if any) will survive the expiration or termination of this Agreement.

- **8. Assignment.** Neither Party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby.
- 9. Severability. Should any provision of the Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining Parties, terms, and provisions shall not be affected thereby, and said illegal, invalid or unenforceable part, terms or provisions shall be deemed not to be part of this Agreement.
- 10. Force Majeure. Either Party shall be excused from performance, without penalty, for delay in, or failure of, performance or shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the Party affected and occurs without the Party's fault or negligence. Force majeure may include, but is not limited to: acts of nature; acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee Caliber) not related to breach of any legal or regulatory obligation by either Party; fire; earthquake; strike; lockout; civil disorder; war or commandeering by any agency of government; epidemics; and quarantine restrictions. If either Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.
- 11. **Binding Effect.** The provisions of this Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of the Parties.
- 12. Counterparts. This Agreement may be executed in two (2) or more counterparts, which shall, in the aggregate, be signed by all Parties and constitute an Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.
- 13. Headings. The headings of sections in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

#### **SIGNATURES:**

ON BEHALF OF CALIBER: ON BEHALF OF INDEPENDENT CONTRACTOR:

Markus Mullarkey Name: Jose Romero Title: President Title: CEO(Owner)

Date: June 9.2022 Taxpayer ID Number: 87-2871410

Date: June 9,2022

#### APPENDIX A

#### Statement of Work #001

This Statement of Work #001 is issued under and subject to all of the terms and conditions of the Independent Contractor Agreement dated as of June 9,2022, between Caliber Public Schools ("Caliber") and Bay Area Building Improvements ("Independent Contractor").

<u>Scope of Work:</u> Independent Contractor will perform daily and nightly cleaning services at the Caliber: Beta Academy ("*School*") campus during the 2022-2023 school year, beginning July 1, 2022 through June 30,2023. The attached **Appendix A-1** details the services that Independent Contractor will perform at the Caliber: Beta Academy. Independent Contractor will provide sufficient staff (anticipated to be 6 employees) to complete the services.

<u>Program/Project Management</u>: Independent Contractor's work will be closely coordinated with the Caliber: Beta Academy Director of Operations (currently Frances Lizarde), who will communicate with Independent Contractor on behalf of the School.

<u>Deliverables</u>: As described in the attached **Appendix A-1**.

<u>Payment Terms</u>: Caliber will pay Independent Contractor on a monthly basis as follows:

- Caliber will pay a monthly fee of twenty-five thousand dollars (\$25,000) per month for the months of July 2022 through June 2023 inclusive.
- This SOW #001 may be terminated or canceled by either party at any time with a minimum of thirty (30) days written notice to the other party.

AGREED AS OF June 9,2022:

ON BEHALF OF ON BEHALF OF

CALIBER PUBLIC SCHOOLS: BAY AREA BUILDING IMPROVEMENTS:

Markus Mullarkey Name: Jose Romero Title: President Title: CEO

Title: President Title: CEO
Date: June 9,2022
Date: June 9,2022

# **Appendix A**

#### Service areas:

AREA 1: Exterior areas, parking lots, play yards and general grounds

AREA 2: Offices - A102A, A102, A103, A104, A131, A142, A152, A152B, A152D, A153,

A153A-H, A160, A105, A106, A107, B109, B110, B112, B113A-B, M105

AREA 3: Cafeterias, Staff Work Rooms, Water fountains, Kitchen - M103, A147 & B108, A101/WF, A124/WF, A132/WF, B115/WF, K1/WF, K2/WF, K3/WF, K4/WF.

TK1/WF, M106 & M106B (Hallway)

AREA 4: Restrooms - A133, A134, A144, A145, A120, A123, A116, B117, B119, B120,

B121, K1, K2, K3, K4, TK1, KA, M101, M102

AREA 5: Kitchen – Room 11

AREA 5: Classrooms - A156-A159, A152A&C, A148-A151, A109-A112, A135-A138,

A113-114, A130A, A129, A119, A117, A125-128, B101, B103, B104, B106, B111, B125, B127, B132, B134, B122, B124, B129, B131, K1, K2, K3, K4, TK1

AREA 6: Other & Hallways - A140, A155, A139, A100, A132, A143, A124, A101, A115, A130B (Library), B100, B114, B113, B115, B128, M100, M109

# AREA 1: Exterior areas, parking lots, play yards and general grounds

- Play yards (PY1, PY2, PY3 & PY4).
  - Make sure areas are trash free
  - Powerwash once a month
- Parking Lots (A, B, C, D)
  - Make sure areas are trash free
  - Move traffic cones
- General Grounds (all campus, corridor & front facade)
  - Make sure general grounds are trash free
  - Keep large garbage dumpsters neat and orderly
  - Flatten cardboard & put in recycling dumpster
  - Move all clothing items to lost and found receptacle (before EOD, daily)
  - AM Custodians: Empty out all trash containers on school grounds
    - Wipe down containers inside and out

# AREA 2: Offices - A102A, A102, A103, A104, A131, A142, A152, A152B, A152D, A153, A153A-H, A160, A105, A106, A107, B109, B110, B112, B113 & B113A-B, M105

- Remove all trash and recycling **DAILY** 
  - Place in proper dumpster, sort through recycling and trash
- Clean Flooring DAILY
  - Vacuum or sweep
  - Mop
  - o Place all furniture back where found
- Disinfect all Touch Points DAILY
  - Doors

- Door knobs/handles and around door knob/handles (above and below)
- Chairs (top and bottom)
- Desks (top and bottom)
- Restock hand sanitizers & paper towels (if applicable)

AREA 3: Cafeterias, Staff Work Rooms, Water fountains, Kitchen - M103, A147 & B108, A101/WF, A124/WF, A132/WF, B115/WF, K1/WF, K2/WF, K3/WF, K4/WF, TK1/WF, M106 & M106B (Hallway)

- Cafeteria/Multi-purpose room M103
  - Clean Flooring DAILY
    - Sweep & mop
    - Place all tables back where found
  - Wipe down & disinfect tables (top and bottom) DAILY
  - Restock hand sanitizers & paper towels
  - Remove all trash, recycling & clean inside/outside of receptacle
     DAILY
  - All items left in cafeterias by each afternoon should be taken to the lost and found (location TBD)
  - Meal Service Custodians
    - AM custodians will need to help with:
      - Collecting trash during & after meal times (breakfast & lunch)
      - Help clean tables between lunch times for different grades
      - Sweep & mop floors between lunch times for different grades
- Staff Work Rooms A147 & B108
  - Clean Flooring DAILY
    - Sweep & mop
    - Place all furniture back where found
  - Remove all trash, recycling & clean inside/outside of receptacle
     DAILY
  - Wipe down outside of fridge and clean any spills
  - Restock hand sanitizers & paper towels
- Water fountains A101/WF, A124/WF, A132/WF, B115/WF, K1/WF, K2/WF, K3/WF, K4/WF, TK1/WF
  - Must be wiped down and cleaned daily
- Kitchen M106 & M106B (Hallway)
  - **O ALL ITEMS MUST BE DONE DAILY** 
    - Remove all trash, recycling & clean in/out of receptacle
    - Wipe down walls and borders
    - Dust computers, doorways/borders & vents
    - Sweep & mop

- Restock hand sanitizers & paper towels
- Wipe down outside of fridge & any other appliances, clean up any spills
- Wipe down the exterior of garbage cans and milk cans

# AREA 6: Restrooms – A133, A134, A144, A145, A120, A123, A116, B117, B119, B120, B121, K1, K2, K3, K4, TK1, KA, M101, M102

- Toilets & Urinals
  - o Disinfect seats, rim, inside, base, flushing mechanism
    - If the toilet is clogged and needs to be plunged and cannot be fixed by night custodians, notification must be sent to DOps as soon is possible
- Trash cans, outside and inside of can (with out bag/liner)
- Other items/areas requested at a later time\*\*\*
- Restock paper towels, toilet paper, seat liners, hand soaps, urinal screens
- Remove all trash and recycling
  - Place in proper dumpster
  - Clean inside/outside of receptacle
- Sweep and mop flooring
- Remove graffiti as needed
- Restrooms must not smell like urine

AREA 7: Classrooms **DAILY** - A156-A159, A152A&C, A148-A151, A109-A112, A135-A138, A113-114, A130A, A129, A119, A117, A125-128, B101, B103, B104, B106, B111, B125, B127, B132, B134, B122, B124, B129, B131, K1, K2, K3, K4, TK1

- Clean flooring **DAILY** 
  - Vacuum or sweep & mop all flooring
  - Rugs can be vacuum DAILY
  - o Remove all trash, recycling & clean in/out of receptacles
- Vertical and Horizontal surfaces
  - Clean cabinets, appliances, and walls (especially by trash/recycle areas)
  - Wipe down with disinfectant all counters tops, tables and chairs daily
  - Clean sink area, restock paper products and hand soap as needed
- Remove all trash and recycling
  - Clean inside/out of receptacles
  - Place in proper dumpster

AREA 6: Other & Hallways - A140, A155, A139, A100, A132, A143, A124, A101, A115, A130B (Library), B100, B114, B113, B115, B128, M100, M109

Hallways - A155, A139, A100, A132, A143, A124, A101, A115, B100, B114, B115,

# B128, M100

- Swept & moped daily
- Remove graffiti as needed
- Other A140 (IT office), A130B (Library), B113 (SEL Open Space), M109 (stage)
  - Clean flooring DAILY
    - Vacuum or sweep & mop all flooring
    - Rugs can be vacuum DAILY
    - Remove all trash, recycling & clean in/out of receptacles
  - Vertical and Horizontal surfaces
    - Clean cabinets, appliances, and walls (especially by trash/recycle areas)
    - Wipe down with disinfectant all counters tops, tables and chairs daily
  - o Remove all trash and recycling
    - Clean inside/out of receptacle
  - Storage spaces not to do unless directed otherwise:
    - M107, M108, PE1, PE2, PE3, A146

# Supplies and Equipment

- Contractor will provide equipment needed to perform services.
   Client will provide all restroom products (toilet paper, hand towels, hand soap, seat covers, white towels multifold, can liners etc.)
- Client will provide cleaning and disinfectant products. Products must be <u>EPA: List N</u> approved and safe for school environments.
- Client will provide training on products used. (\*Equipment, if provided by client)
  - IIPP & MSDS is located in main office...
  - First Aid lockers & Eye Wash Stations will be located in custodial closets (A141, A122, B116, K-Cust, M105)
- Custodial closets need to be kept clean and organized (A141, A122, B116, K-Cust, M105)

#### Service Schedule

- Day custodian(s)
  - AM Custodian 6:30 a.m. to 3:00 p.m. (30 minute lunch break included)
  - Mid Day Custodian 11:00 a.m. to 7:30 p.m. (30 minute lunch break included)
- Night custodian(s) x 3: 3:30 p.m. to 11:30 p.m. (30 minute break included)

# Campus Security

Morning Arrival:

- Disarm school wide alarma
- Clean up front facade if needed
- Afternoon Dismissal:
  - Help support with dismissal as DOps request
- Evening Lock-Up:
  - o Disarm/Arm security system.

# Communication

- Any custodial requests should come directly from DOps or Building Manager (in absence of either, school leaders will substitute).
- Any and all items that need to be fixed, must be reported immediately to DOps (by text or email)
- All materials running low on stock, must be reported immediately to Contract supervisor for placement of order
- Day custodians will be issued client phones & emails in order to keep communication ongoing
  - o Emails must be responded by the end of day
  - Text messages must be responded to within 2 hrs of received text
  - Caliber school technology policies apply
- Caliber school values and policies apply for all custodial staff (AM, PM crews and custodial management)
- Contractor is to communicate to DOps when custodial Staff is out sick or will not be on campus. All COVID-19 prevention procedures for sick/absent staff will apply to Contractor.
- In the event of a custodial staff member resigning, contractor must notify DOps immediately.
- When a new staff member is onboarded, new staff member must be onboarded by DOps. Must also do LiveScan (fingerprinted with DOJ), must submit a negative Tuberculosis result and proof of COVID-19 vaccination.
- Monthly or Bi-Monthly meetings will be held with DOps & Contractor
- Bi-Monthly meetings (or check-ins) will be held with DOps & Day custodians.

Training Required (contract must sign affidavit stating AM staff have completed the following training):

- AM Staff should have CPR/First Aid training done
- AM Staff should have mandated reporting training done
- AM Staff should have cardiac arrest training done
- AM Staff will be asked to attend restorative justice training, Toolbox training and other PD (professional development) as DOps sees fit

Ad Hoc Requests (Ad hoc request may include, but are not limited to)

• Fix artwork around campus

- Change burnt light bulbs
- Plumbing service (if possible)
- Building furniture
- Move furniture (up to 50 lbs) limited, DOps will notify Contractor of anything heavier
- Clear out weeds around campus
- Paint jobs
- Other miscellaneous work will be cleared by Contractor before beginning any work (such as summer project to do list)

# **Work during School Breaks:**

DOps &/or Building Manager will communicate with the contractor a week prior to school work breaks with a list of items to be completed over the breaks. Contractor will communicate with DOps &/or Building Manager the progress of the work.

# Working School Breaks Include:

- Fall Data Day 10/7/2022
- Thanksgiving 11/21-23/2022
- Winter 12/19-22 & 12/27-29/2022
- Mid-Winter Data Day 1/13/2023
- Mid-Winter Break 2/21-24/2023
- Spring Data Day 3/17/2023
- Spring Break 4/3-7/2023
- Summer 6/9/2023 till the first day of school (depends on the progress of work)

# Work to be done over the Breaks

- Window cleaning inside & outside of classrooms
- Remove any items from the roofs of portables
- Gutter cleaning
- Clean window & window seals
- Clean out air vents
- Power wash exterior of portables
- Spray enzyme based cleaner around urinals & toilets bases in restrooms
- Deep cleaning all areas inside the classrooms & offices
  - Replacing ceiling panels
  - High dusting
  - Dusting and wiping down shelves and school equipment
  - o Detailing surfaces of desks, cleaning and detailing of chairs
  - Carpet & rug cleaning
  - Cleaning baseboards
  - Wiping/scrubbing and detailing walls

- Applying any sealant necessary for preservation of surfaces
- Other services as needed (must be cleared by Contractor)

Holiday Schedule (no work for all custodial staff)

- Independence Day 7/4/2022
- Labor Day 9/5/2022
- Indigigious People's Day 10/10/2022
- Veteran's Day 11/11/2022
- Thanksgiving Day & Black Friday 11/24/2022 & 11/25/2022
- Christmas Eve & Day 12/23/2022 & 12/26/2022 (in observance of Christmas Eve & Christmas)
- New Years Eve & Day 12/30/2022 & 1/2/2023 (in observance of New Years Eve & New Years Day)
- MLK Day 1/16/2023
- Presidents Day 2/20/2023
- Memorial Day 5/29/2023
- Juneteenth 6/19/2023

Additional Services (at no additional charge):

- Carpet and Rug Cleaning
- Deep Clean Cleaning
- Power Washing Exteriors
- Window Cleaning
- Strip, Seal And Wax Hard Surface Flooring
- Buffing Of Floors
- Cleaning Out Gutters

(Additional Services listed here will be performed during breaks or non-school days. Client Will Be Responsible For Material Costs Such As Chemicals Needed To Perform Such Tasks. Contractor will provide equipment to perform services.)

Anything to be charged to client in addition to monthly costs: Quote must be submitted via email for DOps or Building Manager to approve prior to work commencing.

# Key

Contractor - Bay Area Building Improvements Client - Caliber: Beta Academy \* - Times & Dates subject to change LS - Lower School Building

Appendix A-1 to SOW #001 : Page: 7 of 8

US - Upper School Building DOps - Director of Operations for Beta ASP - After School Program PD - Professional Development

# Attached

School Calendar School Map

#### APPENDIX B

# Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement dated August 4, 2020 between Caliber Public Schools ("Caliber," also formerly known as Caliber Schools) and Bay Area Building Improvements ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

# CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

X	A.	The Independent Contractor hereby certifies to Caliber that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with Caliber students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
X	В.	The Independent Contractor hereby certifies to Caliber that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.
X	C.	The Independent Contractor hereby certifies to Caliber that it has required and verified that all of the Independent Contractor's employees whose assignment at Caliber requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605( <i>l</i> ).

List below, or attach, the <u>name and other information for each vendor employee</u> for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2014	07/23/2018	MSTC 07/01/2018
Sabrina Caro			
Antonio Barajas Nunez			
Jose Romero			

#### WAIVER JUSTIFICATION:

X D.			Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and and clearance requirements for the following reason(s):
	X	The Indeprovided.	pendent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be
	X	about len	pendent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information gth of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's s will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate intact.)
	X	school fac	pendent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a cility where the employees of the Independent Contractor may have contact, other than limited contact, with all ensure the safety of the pupils by one or more of the following methods:
		Check all	methods to be used:
		x 1)	Installation of a physical barrier at the worksite to limit contact with students.
		x 2)	Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.
		x 3)	Surveillance of employees of the VENDOR by school personnel
	X	ONLY, su	ices provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" as when pupil health or safety is immediately endangered or when emergency repairs are needed to make I facilities safe and habitable.
By signi	ng belo	w, under p	penalty of perjury, I certify that the information contained on this certification form and the employee list(s)

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide Caliber with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Jose Romero		CEO	June 8,2022
Authorized Vendor Signature	Name	Title	September 10, 2021



# **SECTION 3: CONSENT CALENDAR ITEMS**

D7. 2022-23 Revolution Foods Contract Renewal

#### THIRD RENEWAL AND AMENDMENT TO CONTRACT

This Third Renewal and Amendment ("Third Renewal") is made this May 31, 2022 by and between Caliber Schools ("Caliber"), located at 4301 Berk Avenue, Richmond, CA 94804 ("Partner") and the Meal Vendor, Revolution Foods, PBC ("Vendor"), located at 2400 Grant Street, San Lorenzo, CA 94580.

Partner and Vendor may be individually referred to herein as a "Party" or collectively referred to as the "Parties."

**Whereas**, the Parties entered into an agreement to provide reimbursable Meals under federal Child Nutrition Programs between July 1, 2019 – June 30, 2020 ("Contract");

Whereas, the Parties desire to renew the Term of the Contract on the terms set forth below for the 2022 – 2023 school year.

**Now Therefore**, in consideration of the premises and mutual agreements contained in this Renewal, the Parties agree as follows:

- 1. The foregoing recitals are incorporated herein by this reference.
- 2. The Parties agree to renew the Term for one (1) year, beginning on July 1, 2022 and June 30, 2023 ("Renewal Term").
- 3. Menu patterns follow the National School Lunch Program (NSLP) for grades PK, K-5, and 6-8 and the Child and Adult Care Food Program ages 6-18 years.
- 4. <u>Meal Price:</u> Customer shall pay the following Meal Price for the Renewal Term. These prices do not include equipment fees which are broken out separately below.

Meal	Meal Price Per Unit	Delivery Frequency
Breakfast, NSLP cold/hot (PK, K-5, 6-8)	\$1.97	
Lunch NSLP (PK, K-5, 6-8)	\$3.15	
Snack NSLP (PK, K-5, 6-8)	\$1.01	5 x weekly
Supper CACFP	\$3.15	
Snack CACFP	\$.93	

**5.** Equipment: Customer agrees to lease the following equipment ("Equipment") from Vendor at the fee(s) listed below ("Equipment Lease Fee"). Equipment Lease Fees are per unit, per month.

Equipment Item	Size	# of	Equipment Purchase Fee	Equipment Lease Fee
		Items	(each)	(each, per month)
Retherm oven	full	4	\$4,800	\$339.00
Warming oven	full	1	\$1,000	\$159.00
Milk cooler	medium	4	\$1,400	\$235.00
Refrigerator	single-door	3	\$1,700	\$275.00

All other terms remain the same and in full force and effect.

**ACCEPTED AND AGREED TO:** 

CALIBER SCHOOLS	Revolution Foods, PBC
Ву:	Ву:

Name:	Markus Mullarkey	Name:	Tammy M. Wincup
Title:	President	Title:	President & Chief Commercial Officer
Date:		Date:	



# **SECTION 3: CONSENT CALENDAR ITEMS**

D8. 2022-23 Bay Area Community Resources 2022-23 Contract Extension

# 2022-23 EXTENSION / AMENDMENT TO AGREEMENTS BETWEEN CALIBER PUBLIC SCHOOLS & BAY AREA COMMUNITY RESOURCES

This 2022-23 Extension (the "2022-23 Extension") is dated for reference purposes as of August 1, 2022 by and between Caliber Public Schools ("Caliber" formerly known as Caliber Schools), and Bay Area Community Resources ("BACR"), with reference to the following recitals of fact:

- A. Caliber and BACR entered into agreements related to after school program services at Caliber's two campuses as follows:
  - a. an agreement with respect to services at the Beta Academy campus (the "Beta Agreement") for the 2019-20 school year, the term of which ran from 7/1/19-6/30/20,
  - b. an agreement with respect to services at the ChangeMakers Academy campus (the "ChangeMakers Agreement") for the 2019-20 school year, the term of which ran from 7/1/19-6/30/20.
  - c. an amendment to both the Beta Agreement and the ChangeMakers Agreement dated as of October 1, 2019 (the "<u>First Amendment</u>" which, together with the Beta Agreement and the ChangeMakers Agreement are herein referred to as the "<u>Original Agreements</u>"),
  - d. an extension covering the 2020-21 school year (the "2020-21 Extension"), the term of which initially ran from 7/1/20-6/30/21, and which was subsequently amended two times to cover a summer program at Beta Academy from 6/14/21-7/9/21, and
  - e. an extension covering the 2021-22 school year (the "2021-22 Extension"), the term of which initially ran from 7/1/21-6/30/22, and which was subsequently amended three times and includes summer programs at both Caliber schools through 7/21/22.
- B. Capitalized terms not otherwise defined in this 2022-23 Extension shall have the meaning set forth in the Original Agreements.
- C. Due to uncertainty regarding student and family demand for the after school programs and funding available from the State, the parties anticipate the potential need to alter the program structure during the 2022-23 school year based on guidance from State and County officials and/or changes to the public health situation.
- D. Despite the significant level of uncertainty, Caliber and BACR desire to continue working together to design and implement an after school program for each of Caliber's Schools.

Now therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Caliber and BACR agree as follows:

- 1. The Term of each the Original Agreements shall be extended for the period from August 1, 2022 to June 30, 2023, unless otherwise terminated earlier pursuant to Section J of either of the Original Agreements. All references to the 2019-20 school year shall be amended to refer to the 2022-23 school year.
- 2. No Program Fee will be charged to students or families during the 2022-23 school year.
- 3. The anticipated number of students to be served at each of the Schools during the 2022-23 school year is as follows:
  - a. Beta Academy: 200 students per day
  - b. ChangeMakers Academy: 150 students per day

In the event that student applications exceed or fall short of these numbers by more than 20%, Caliber and BACR will meet to discuss the feasibility of adjusting the Program Details and Caliber Fee for each School. Any change to the Program Details, Program Fee, or Caliber Fee shall be subject to the mutual agreement of the Parties and captured in a subsequent written amendment.

- 4. BACR's program budgets for the 2022-23 school year, which include the staffing that BACR commits to provide for the programs at Beta and ChangeMakers, are attached as <u>Appendix A</u> and <u>Appendix B</u>, respectively, to this 2022-23 Extension.
- 5. All references to the Caliber Fee in each of the Original Agreements shall hereby be amended in each case to be the amount equal to the following:
  - a. For the program at Beta: \$435,217.50
  - b. For the program at ChangeMakers: \$378,000.40

The Caliber Fee will be paid in ten (10) equal monthly installments on the first day of each calendar month from August 2022 through May 2023, inclusive. BACR will invoice Caliber on a monthly basis according to this schedule.

- Caliber will provide BACR with a revised copy of its policies and procedures for the 2022-23 school year, and BACR hereby agrees that it will adhere to such policies during the 2022-23 school year and will compel its employees and subcontractors to do the same.
- 7. All references to the ASES grant, ASES requirements, and ASES assurances shall be construed so as to refer to those elements that are effective during the 2022-23 school year. In the case of any conflict between a reference in the Original Agreements and any ASES requirements or certifications for the 2022-23 school year, the requirements and certifications provided by the Expanded Learning Division of the State of California shall take precedence.
- 8. Except as set forth in this 2021-22 Extension, the Original Agreements shall remain unamended and in full force and effect. This 2022-23 Extension may be

executed in counterparts. All counterparts so executed together shall constitute one contract, binding on the Parties, notwithstanding that all Parties may not be signatory to the same counterpart.

IN WITNESS WHEREOF, the parties have executed this 2022-23 Extension as of the date first set forth above.

# **BAY AREA COMMUNITY RESOURCES**

a California nonprofit public benefit corporation

By: Name: Title:

# **CALIBER PUBLIC SCHOOLS,**

a California nonprofit public benefit corporation

By:

Name: Markus Mullarkey

Title: President

Appendix A
BACR After School Program Budget
Caliber: Beta Academy

Codes	SUMMER BUDGET	Last updated: 6.2.22
	Students - 200 students	
	CALIBER BETA	
		Dudant
		Budget
	Colony Evnonces	\$435,217.59
5014	Salary Expenses:	\$11,500
	Program Manager Coordinators \$30/hr x 40 hrs/week x 52 weeks	\$11,500
		\$62,400.00
	Program Assistant \$22/hr x 25 hrs/wk x 38 weeks	\$20,900.00
5030	Program Instructors - 8 Instructors @ \$20/hr x 21 hrs/wk x 38 weeks	\$127,680.00
	Program TK/Kinder Instructors - 3 Instructors @ \$20/hr x 21 hrs/wk x 38 weeks	\$47,880.00
	Total Salaries:	\$270,360.00
	Benefits @25%	\$67,590.00
	Total Salaries and Benefits	\$337,950.00
	Contract Expenses:	#00.000.00
	Specialized Enrichments - Contractors	\$30,000.00
	Total Contract Expenses	\$30,000.00
	Operating Expenses:	
	Curriculum	\$5,000.00
6270	Trainings	\$500.00
6141	Supplies/Materials/Events	\$5,000.00
	Total Operating Expenses	\$10,500.00
	Total Expenses	\$378,450.00
	Admin	\$56,767.50
	Total Program Costs	\$435,217.50
	Balance	\$0

Appendix B
BACR After School Program Budget
Caliber: ChangeMakers Academy

### Exhibit B

odes	22.23 Budget	Last updated: 6.2.22
	Students - 150 students (per site) - 3 Tk/Kinder classes	
	CHANGEMAKERS	
		Budget
		\$378,000.00
	Salary Expenses:	
5014	Program Manager	\$11,500
5015	Coordinators \$30/hr x 40 hrs/week x 52 weeks	\$54,080.00
5030	Program Assistant \$22/hr x 25 hrs/wk x 38 weeks	\$20,900.00
5030	Program Instructors - 6 Instructors @ \$20/hr x 21 hrs/wk x 38 weeks	\$95,760.00
	Program TK/Kinder Instructors - 3 Instructors @ \$20/hr x 21 hrs/wk x 38 weeks	\$47,880.00
	Total Salaries:	\$230,120.00
	Benefits @25%	\$57,530.00
	Total Salaries and Benefits	\$287,650.00
	Contract Expenses:	
	Specialized Enrichments - Contractors	\$30,000.00
	Total Contract Expenses	\$30,000.00
	Operating Expenses:	
	Curriculum	\$5,000.00
6270	Trainings	\$500.00
	Supplies/Materials/Events	\$5,546.00
01.1	Total Operating Expenses	\$11,046.0
	Total Expenses	\$328,696.0
	Admin	\$49,304.4
	Total Program Costs	\$378,000.4
	Balance	\$



### **SECTION 3: CONSENT CALENDAR ITEMS**

D9. 2022-23 Instructional Partners Agreement



# Proposal for Partnership

## Caliber Public Schools | May 31, 2022

Instruction Partners helps instructional leaders strengthen sustainable, content-specific professional learning systems so that teachers can deliver exceptional Tier 1 instruction that addresses every student's learning needs. Our partnership model focuses on supporting schools through recurring cycles of improvement, grounded in the needs of priority students and bookended by a beginning-of-year launch and end-of-year review.

## **Build and add capacity**

Tailored, context-specific support for teachers, coaches, and leadership teams, aligned to your action plan and adjusted based on continuous progress monitoring



#### Observe and collect evidence

- Classroom walkthroughs
- Teacher focus groups
- Implementation data
- Professional learning structures

## Reflect and create action plan

- Observation and data debrief, grounded in priority students
- Root cause analysis
- Determine focus of work and progress monitoring metrics



The proposal below outlines our suggestions for how we can partner with you to achieve your aspirations for the 2022–23 school year. As a nonprofit organization, we price our partnerships based on the depth, duration, frequency, and method of delivery for the services we provide.

# 2022–2023 school year<sup>1</sup>

Service	Description	Participants	Option 1 Less than Last Year (half virtual hours)	Option 2 Most like Last Year	Option 2 B All walks in-person	Option 3 Half of on site and virtual days
Partnership launch meetings	Context and relationship-building meetings to build a shared understanding of our work together	Instructional Leadership Team (Principal, Assistant Principals, Coaches)	1-2 virtual sessions	1-2 virtual sessions	1-2 virtual sessions	1-2 virtual sessions
Diagnosing the state of Instruction across ELA and math	<ul> <li>2 instructional         walkthroughs across 4         schools</li> <li>Teacher focus groups</li> <li>Professional learning         system diagnostic</li> <li>Debrief report</li> <li>Action planning based on         identified needs</li> </ul>	Instructional Leadership Team (Principal, Assistant Principals, Coaches)	1 in-person, 1 virtual per school	1 in-person, 1 virtual per school	2 in-person per school	1 in-person, 1 virtual per school
Progress monitoring	1 mid-year mini instructional diagnostic	Instructional Leadership Team	3 virtual sessions	3 virtual sessions	3 virtual sessions	3 virtual sessions

<sup>&</sup>lt;sup>1</sup> The proposal options outlined here are valid for thirty days from the date noted on the first page of this document.



	2 meetings to gauge     progress towards goals	(Principal, Assistant Principals, Coaches)	per school	per school	per school	per school
ELA support	Capacity building support to meet the goals of action plans	Instructional Coach and/or Assistant Principals	3 on-site days, 20 virtual support hours per school	3 on-site days, 30 virtual support hours per school	3 on-site days, 30 virtual support hours per school	2 on-site days, 20 virtual support hours per school
math support	Capacity building support to meet the goals of action plans across 4 schools	Instructional Coach and/or Assistant Principals	3 on-site days, 20 virtual support hours per school	3 on-site days, 30 virtual support hours per school	3 on-site days, 30 virtual support hours per school	2 on-site days, 20 virtual support hours per school
Systems Level - Network Meeting	Systems level alignment and build shared understanding of work	Systems level leaders	20 virtual support hours			
		Total cost of services	\$302,995	\$342,627	\$350,337	\$270,363
Add-on: ELA or math professional development sessions to provide content-specific professional development sessions staff  Flexible sessions to provide and/or Teachers and/or Teachers				4 virtual	sessions	
		Add on cost		\$8,	492	
Add-on: ELA or math professional development sessions	Flexible sessions to provide content-specific PD to instructional staff	Instructional Coaches and/or Teachers	2 in-person sessions			
	Add on cost			\$10,	546	



# Option 2: Scope of Work Monthly by School

Quarter	School Level Focus	Instruction Partners & Caliber Coherence
Q1	Systems and structures  - Focus on collaborative Internalization and O3s consistency and quality  - Differentiation for teachers (readiness / supports as needed)	Goal for SY '22-23: Create cohesive learning experiences for leaders by aligning priorities for Instruction Partner's supports, ICPs, SLCPs, and Network Meetings, and regula progress monitoring indicators to determine if those
Q2	O3s and WDMs (Connector with SWA)	priorities are leading to quality instructional processes and outcomes for students.
Q3	Weekly Data Meetings	
Q4	Weekly Data Meetings	

Month	Network	CMA & CBA Lower	CMA & CBA Upper	Campus Supports: Learning Focus Summary
Last week of July + August	Virtual Partnership Launch Meeting #1	3 virtual hours math	3 virtual hours math	1 hour to support teacher kick-off per content
	Virtual Partnership	3 virtual hours ELA	4 virtual hours ELA	1 hour to support lesson internalization review per content



	Launch Meeting #2 8/4 School Kick-off Virtual PD Support			<ul> <li>1 hour to support systems launches for PLCs and O3s</li> <li>1 hour to support PLC and O3 structures for New Upper ELA coaches</li> </ul>
September	1 virtual Network Meeting - Data	In-person BOY Walkthrough  2 virtual hours math 2 virtual hours ELA	In-person BOY Walkthrough  2 virtual hours math virtual hours ELA	2 hours to support O3s with a focus on collaborative planning per content
October	ICP #1 Virtual PD Support  1 virtual Network Meeting	5 virtual hours math 5 virtual hours ELA	5 virtual hours math 5 virtual hours ELA	<ul> <li>2 hours to support O3s with a focus on differentiated collaborative planning per content</li> <li>1 hour to support O3s with a focus on SWA per content</li> <li>1 hour to support WDMs with a focus on SWA per content</li> <li>1 hour flex learning per content</li> </ul>
November	1 virtual Network Meeting - Data  1 In-person Early Lit PD session  2 virtual hours Early Lit	1/3 In-person Support Day math  1/3 In-person Support Day ELA  2 virtual hours math	1/3 In-person Support Day math  1/3 In-person Support Day ELA  2 virtual hours math	1 In-person day to support WDMs per content     2 hours to support O3s with a focus on SWA     per content      1 In-person PD to support Early Lit across lower schools



		2 virtual hours ELA	2 virtual hours ELA	2 virtual hours to support <i>Early Lit</i> across lower schools
December	1 virtual Network Meeting - Data 3 virtual hours Early Lit	Virtual Mid-Year Mini Instructional Walkthrough Virtual Progress Monitoring #2 2 virtual hours ELA 2 virtual hours math	Virtual Mid-Year Mini Instructional Walkthrough Virtual Progress Monitoring #2 2 virtual hours ELA 2 virtual hours math	1 virtual hour to support WDMs per content  1 hours to support O3s with a focus on SWA per content  3 virtual hours to support Early Lit across the lower schools
January	In-person PD Support - ICP #2 1 virtual Network Meeting	2/3 In-person Support Day math  2/3 In-person - Early Lit Support Day ELA  2 virtual hours math  2 virtual hours ELA	2/3 In-person Support Day math  2/3 In-person Support Day ELA  2 virtual hours math  2 virtual hours ELA	1 In-person day to support WDMs at each upper school per content  1 In-person day to support Early Lit at each lower schools  2 hour to support WDMs per content
February	1 virtual Network Meeting - Data ICP #3 Virtual PD Support	Virtual Progress Monitoring #2 4 virtual hours math 4 virtual hours ELA	Virtual Progress Monitoring #2 4 virtual hours math 4 virtual hours ELA	2 virtual hours to support WDMs per content 2 hours flex learning per content
March	1 virtual Network	3/3 In-person Support Day	3/3 In-person Support Day	1 In-person day to support WDMs per content



	Meeting	math  3/3 In-person Support  Day ELA  2 virtual hours math	math  3/3 In-person Support  Day ELA  2 virtual hours math	2 virtual hours to support WDMs per content
		2 virtual hours ELA	2 virtual hours ELA	
April	1 virtual Network Meeting - Data	EOY In-Person Walkthrough 3 virtual hours math 3 virtual hours ELA	EOY In-Person Walkthrough 3 virtual hours math 3 virtual hours ELA	1 virtual hour to support WDMs per content 2 hours flex learning per content
May	ICP #4 Virtual PD Support 1 virtual Network Meeting	5 virtual hours math 5 virtual hours ELA	5 virtual hours math 4 virtual hours ELA	4-5 hours flex learning per content to prepare for SY 23-24
June	1 virtual Network Meeting - Data			
	15 Virtual Network Hours 4 Virtual Network PD Sessions 2 in-person Network PDs	3 in-person Support Days per content  30 Virtual Support Hours per content  Across Lower Campuses: 5 Virtual Support Hours for Early Lit and	3 in-person support days per content 30 virtual support hours per content	Focus on using student work in Weekly Data Meetings and O3s with opportunities to progress monitor the consistency and quality of the network professional learning systems.



	1 in-person Network PD session for Early Lit		
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## Next steps

If you are interested in further pursuing the proposed services, please let us know and we will send you a detailed contract. This proposal serves no binding legal purpose.



### **SECTION 3: CONSENT CALENDAR ITEMS**

D10. 2022-23 Michael's Transportation Service, Inc. Contract

#### AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of May, 2022, by and between, CALIBER PUBLIC SCHOOLS, whose principal office is located at 3260 Blume Dr., Suite 120, Richmond, CA 94806 ("Customer"), and MICHAEL'S TRANSPORTATION SERVICE, INC., a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, CA 94589 ("Contractor").

#### RECITALS

WHEREAS Customer requires the services of Contractor to transport children Monday, through Friday from Home to School and School to Home.

WHEREAS Contractor desires to provide said services in a safe, consistent, and timely manner; and

WHEREAS the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

#### **AGREEMENT**

- Services. Contractor shall furnish, operate, and maintain for the benefit of Customer one (1) passenger bus of sufficient size to transport at least forty-five (45) passengers, Monday through Friday as set forth below in Section 2. Contractor shall pick up and return the passengers at pre-arranged stops and transport to and from 2465 Dolan Way, San Pablo, CA 94806. The bus provided by Contractor shall meet all state and federal requirements for a school bus to be used to transport students.
- <u>7. Term.</u> This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on or about August 16, 2022 and terminate at the conclusion of services on or about June 6, 2023 The agreement may be renewed thereafter by mutual written agreement. <u>Sections 9, 10 and 13</u> shall survive the termination of this Agreement for three years.
- 3. Fees. Customer agrees to pay Contractor \$795 per day, per bus (if Customer provides overnight parking of the bus); <u>or</u> \$895 per day, per bus (if overnight parking is not provided).

Plus \$50 COVID Cleaning Fee per month, per bus.

Notwithstanding the foregoing, Contractor will ensure that they provide legally compliant vehicles and drivers for every route scheduled, and if necessary will provides substitutes for any regularly scheduled vehicles and drivers that are not available. If Contractor is not able to provide a substitute, or otherwise fails to provide the services promised herein on any given day, Customer shall not be obligated to pay Contractor for that portion of the fees.

<u>Fuel Surcharge</u>. A one percent (1%) surcharge, not to exceed 2%, will be added for every 10 cents that the diesel fuel price rises above \$4.330/gallon, per the average California Diesel Fuel Price as published by the Department of Energy at <a href="http://www.eia.gov/dnav/pet/pet\_pri\_gnd\_dcus\_sca\_w.htm">http://www.eia.gov/dnav/pet/pet\_pri\_gnd\_dcus\_sca\_w.htm</a>. (*Note*: The current average CA diesel fuel price reported at the DOE site is \$6.223/gal. So, if the fuel price exceeded \$4.300/gal., there would be a (1%) additional charge per bus per day; if it exceeded \$4.400/gal., there would be an additional 1% increase (for a maximum 2% increase on daily rate.

- 4. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children, ,including but not limited to any and all associated fees/costs necessary to maintain said license and/or permit.
  - 4a. Contractor shall ensure its employees, agents and assigns operating the passenger bus shall meet all the criteria required to obtain a special driver certificate as mandated by the California Department of Education and California Highway Patrol (*Application CHP 295*). In addition, Contractor shall ensure its employees, agents, and assigns at all times have in their immediate possession a valid driver's license for the class of vehicle to be driven and the certificate issued to specially operate said vehicle. *Vehicle Code §12517*.
  - 4b. Contractor shall ensure that it timely complies with the annual mandatory inspections conducted by the California Highway Patrol as set forth in *Vehicle Code §2807*. Contractor shall further ensure its employees, agents and assigns appropriately display the completed authorization of inspection.
- 5. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement. All passengers will be required to wear a mask for the duration of their ride.
  - 5a. Contractor shall provide its employees, agents and assigns a course of instruction concerning necessary first aid practices. *Vehicle Code §12522*.
  - 5b. Contractor shall be responsible at all times for compliance by its employees, agents and assigns the mandatory daily inspection report of Contractor's vehicle as operated for the purposes of this agreement as set forth in *California Code of*

Regulations §1215(a-i) and shall furnish a copy of said report to Customer upon request within 48 hours of request.

5c. In the event of an accident Contractor shall ensure its employees, agents and assigns operating the vehicle in said accident, immediately notifies Customer and any other appropriate emergency services. *California Code of Regulations* §1219 (a-b).

5d. All Contractor drivers (i) are pre-screened and periodically tested for drugs and alcohol: (ii) hold clean driving records and have the necessary certification for driving the vehicle type that corresponds with their assignment, including a SPAB certification; (iii) are enrolled in the Pull Notice Program; (iv) receive periodic safety training; (v) will abide by the rules of the road; (vi) are periodically trained and tested on their understanding of the vehicles that they operate for Contractor; (vii) are required to perform daily inspections; (viii) are First Aid certified; and (ix) have been Department of Justice and FBI background checked as required by Education Code Section 45125.1 including subsequent arrest notification. All Contractor drivers will also be required to have verification of a negative test result for Tuberculosis in the last year, provided that the cost of such tests will be reimbursed by Customer.

Contractor performs all of the above checks on its drivers before hiring and randomlythroughout each driver's employment.

5e. In addition to Contractor ensuring its employees, agents and assigns comply with the terms of mandated daily reporting and inspection, Contractor shall ensure a final check of each vehicle in operation for Customer which has transported any individual during each day's operation, shall inspect each seat and compartment of the operating vehicle before exiting the vehicle for longer than one (1) hour. Contractor shall ensure its employees, agents, or assigns document each check on their daily report to ensure a practice of safe sweeping.

#### 5f. Notification of Incidents

All accidents or incidents involving Contractor's equipment, personnel, or students being transported while operating for Customer shall be reported both orally, and in writing to Customer within twenty-four (24) hours, according to the following procedures:

(1) Contractor shall immediately notify Customer of any accident and describe whatever information is available at the time, and continue to provide updates as new information becomes available. Contractor shall provide a written report to Customer within 24 hours, and shall continue to provide written updates until all the pertinent facts have been reported to Customer. A legible copy of both the responding police agency and the Contractor's accident

investigator's final report shall be submitted to Customer within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve of its obligation regarding an accident/incident as may be required by the California Highway Patrol's Passenger Transportation Safety Handbook.

- (2) Contractor shall provide any and all operational records requested by Customer within ten (10) business days of Customer's request.
- (3) Within 24 hours of the incident Contractor shall provide School with a contingency plan and a plan for immediate resumption of service.
- 6. <u>Scheduling and Routes:</u> Contractor shall provide no later than thirty (30) days prior to the commencement of the Services outlined herein, a schedule and outline of the route(s) to be provided by Contractor, its agents, employees, or assigns for the duration of this Agreement.
  - 6a. Contractor shall immediately notify Customer, its employees, agents and assigns of any changes in routes and/or schedule of the Services to be provided herein.
  - 6b. Contractor shall not change the routes and/or schedule of the services to be provided herein unless Agreed upon between the parties hereto.
  - 6c. Customer shall schedule with Contractor at least five (5) days in advance for Services needed outside of the regular routes/schedule including but not limited to field trips, extracurricular activities, academic based trips or other Agreed upon events.
  - 6d. Contractor shall ensure it has available and qualified, employees, agents or assigns, necessary to effectuate service to Customer pursuant to the predetermined routes and schedule. Contractor shall further ensure it has available and qualified back up employees, agents, or assigns necessary to effectuate service to Customer pursuant to the terms of this Agreement at all times pursuant to the length of service of this Agreement.
- 7. Insurance. During the term of the Agreement, Contractor shall maintain at all times of operation, without lapse, vehicle and general commercial liability insurance in the amount set forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage within fifteen (15) days of the effective date of this Agreement. These certificates shall provide a thirty (30) day prior notice period of cancellation which shall be given to Customer immediately upon receipt thereof by Contractor. Contractor

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shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain general commercial liability insurance with a combined single limit of five million dollars (\$5,000,000) per occurrence and not less than five million dollars in the aggregate (\$5,000,000). During the term of this Agreement, Contractor shall add as additional insureds to this policy Customer, its Board of Directors, officers, agents and employees for the coverage of any claims for damages for personal injury or death, and from damage to property, which may arise from the operations of services of Contractor under this Agreement. Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement. The general commercial liability, workers compensation, and employer's liability insurances shall include a waiver of subrogation in favor of the Customer.

- 8. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
- 9. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.

#### 10. Indemnification

10a. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.

10b. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or

in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.

- 11. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.
- 12. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of acts of God, extreme traffic or weather-related delays, government actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
- 13. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
- <u>Venue</u>. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Solano County.
- Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- 16. <u>Severability</u>. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
- <u>Waiver</u>. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement,

obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

18. Termination and Dispute. Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure. For the avoidance of doubt, the failure by Contractor to provide transportation on a scheduled date shall be considered a material breach of the agreement. In the event of termination for cause, Contractor shall be paid for those services performed in compliance with this Agreement up to the effective date of the termination. In no event shall Customer be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by Customer, if any, as necessary to effectuate the termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest. Notwithstanding the foregoing, either party may terminate this agreement with or without cause after giving the other party ninety (90) day's written notice of their intent to terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation	Caliber Public Schools
A California Corporation	A California 501c3 Corporation
By: Print Name: April Brown Title: Chief Operating Officer Date: 5/18/22	<b>By:</b>
C	

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### **SECTION 4: ADDITIONAL INFORMATION**





# Report/Ratification of Closed Session





## **Closed Session Item(s)**

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

(Gov. Code section 54956.9(d)(2).): (1).

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Case Name Unspecified: (disclosure would jeopardize settlement negotiations)



