INSTRUCTIONS FOR PRESENTATIONS TO
THE BOARD BY PARENTS AND CITIZENS

Alternatives in Action ("AIA") welcomes your participation at AIA Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of AIA in public. Your participation assures us of continuing community interest in AIA. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.

2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to two (2) minutes and total time allotted to non-agenda items will not exceed sixteen (16) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

3. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.

4. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6212 E. 17th St. Oakland, CA 94621.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Alternatives in Action may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact the Executive Director’s office.
<table>
<thead>
<tr>
<th>Agenda Items</th>
<th>Time</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Welcome! Call to Order</strong>&lt;br&gt;Meeting was called to order by the Board President at _________.</td>
<td>6:00</td>
<td>Katharine</td>
</tr>
<tr>
<td><strong>2. Roll Call</strong>&lt;br&gt;&lt;br&gt;Katharine Earhart: Present  Absent&lt;br&gt;Crystal Cheng: Present  Absent&lt;br&gt;Dominic McDonald: Present  Absent&lt;br&gt;Donna Fletcher: Present  Absent&lt;br&gt;Beatriz Rojas: Present  Absent&lt;br&gt;Jay Ryder: Present  Absent&lt;br&gt;Shady Shahid: Present  Absent&lt;br&gt;Greta Brownlow: Present  Absent&lt;br&gt;Tracey Edwards Moore: Present  Absent&lt;br&gt;Veda Bartlow: Present  Absent&lt;br&gt;Steve Scheier: Present  Absent&lt;br&gt;Shelley Yim: Present  Absent&lt;br&gt;Abigail Edelman: Present  Absent&lt;br&gt;Asia Laigo: Present  Absent</td>
<td>6:01</td>
<td>Katharine</td>
</tr>
<tr>
<td><strong>3. Communications</strong>&lt;br&gt;<em>Oral Communications</em> – Closed session items only: no individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed six (6) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.</td>
<td>6:05</td>
<td>Katharine</td>
</tr>
<tr>
<td><strong>4. Consent Calendar (Action)</strong>&lt;br&gt;All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.</td>
<td>6:11</td>
<td>Katharine</td>
</tr>
<tr>
<td>4.1 Approval of the Minutes from the April 23, 2019 Board Meeting (attached)</td>
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<tr>
<td>4.2 Approval of the 2019-20 Family &amp; Student Handbook (attached)</td>
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<tr>
<td>4.3 Approval of the 2019-20 Personnel Manual (attached)</td>
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<tr>
<td>4.4a Approval of the 2019-20 AIAHS Calendar and Instructional Minutes (attached)</td>
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<tr>
<td>4.4b Approval of the 2019-20 AIAHS Bell Schedule (attached)</td>
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<td>4.5 Approval of the 2019-20 Local Control Action Plan for Alternatives in Action High School (attached)</td>
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<tr>
<td>4.6 Approval of the 2019-20 AlAHS Budget (attached)</td>
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<tr>
<td>4.7 Approval of the 2019-20 EdTec contract for Back-Office Services (attached)</td>
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<tr>
<td>4.8 Approval of the Approval of 2019-20 EdTec contract for LCAP &amp; PowerSchool Services (attached)</td>
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<td>4.9 Approval of 2019-20 BPM proposal (attached)</td>
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<td>4.10 Approval of 2019-20 BPM agreement (attached)</td>
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<tr>
<td>4.11 Approval of 2019-20 Seneca budget (attached)</td>
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</tbody>
</table>

| 5. Board Comments on Non-Agendized Matters | 6:15 | Everyone |
| 6. Acknowledgements & Adjourn Meeting | 6:20 | Katharine |

**Call-In Locations**

Katharine Earhart  
6212 E. 17th St.  
Oakland, CA 94621

Greta Brownlow  
201 Mission St.  
San Francisco, CA 94105

Steve Scheier  
256 Fowler Ave.  
San Francisco, CA 94127

Donna Fletcher  
1510 J St.  
Sacramento, CA 95814

Dominic McDonald  
600 William St.  
Oakland, CA 94612

Tracey Moore  
2030 Castro St.  
Martinez, CA 94553

Shady Shahid  
1057 Harvard Rd.  
Piedmont, CA 94610

Jay Ryder  
1425 Treat Blvd.  
Walnut Creek, CA 94597
Board Members Present: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder, Tracey Moore

Board Members Absent: Beatriz Rojas, Abigail Edelman, Shelley Yim, Donna Fletcher, Veda Bartlow, and Greta Brownlow

Staff Members Present: Robert Vldana, Phung Lai, Lakeisha Luckett, Noah Lopes, and Amal Aziz

Guests Present: none

1. Welcome! Call to Order; Approval of Agenda (Action/Activity) Meeting was called to order at 6:55pm

Motion to approve agenda: Steve Scheier
Seconded by: Dominic McDonald
All in favor: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder, Tracey Moore
Opposed: none
Abstentions: none

2. Roll Call

3. Communications

4. Approval of the Consent Calendar
Motion to approve the minutes: Shady Shahid
Seconded by: Dominic McDonald
All in favor: Motion to approve the minutes: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder
Opposed: none
Abstentions: Tracey Moore

Motion to approve the Board Calendar: Tracey Moore
Seconded by: Steve Scheier
All in favor: Motion to approve the minutes: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder, Tracey Moore
Opposed: none
Abstentions: none
5. Alternatives in Action High School Governing Committee
   - Review salary scale to highlight changes from last year.
   - Need cap for salary and range
   - Staffing update for 2019-20
   - Student enrollment and attendance update

Motion to approve resolution for salary scales: Crystal Cheng
Seconded by: Dominic McDonald
All in favor: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder
Opposed: none
Abstentions: Tracey Moore

6. Vacation Policy
   - Editing the vacation policy to reflect a moratorium on vacation accrual only.

Motion to approve resolution: Steve Scheier
Seconded by: Dominic McDonald
All in favor: Shady Shahid, Dominic McDonald, Steve Scheier, Crystal Cheng, Asia Laigo, Katharine Earhart, Jay Ryder, Tracey Moore
Opposed: none
Abstentions: none

7. Financial Outlook
   - Discussion around next year's finances for AIAHS.
   - Discussion of next year's contracts with costs and services.
   - Discussion around payables and line of credit.

8. Community Programs Update
   - Update for McClymonds, Seminary, Life Academy, and Fremont High School.

9. Berkeley Board Fellows
   - Presentation on KPIs.

10. Board Development
    - Topic not discussed due to lack of time.

Meeting Adjourned at 9:42pm
Board Minutes approved by:

______________________________________________________________________________ Date

Crystal Cheng, Secretary
Memo

TO: Alternatives in Action Board of Directors
From: Phung Lai, Head of School of Alternatives in Action High School
Date: 6/13/19
Re: Parent Student Handbook

The Parent Student Handbook has been updated to reflect the current school year documents and information.

Revisions include:
-Updated school year dates to 2019-2020 throughout the document
-Deleted Extended Day Program (EDP) (page 5)
-Included Academic Hour/Afterschool Tutoring (page 5)
-Deleted Summer Bridge (State Priority 5) (page 5)
-Updated Career Technical Education (CTE) Pathways (page 32)
-Updated Bell Schedule (page 42)
-Updated School Calendar (page 43)
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INTRODUCTION AND WELCOME

Welcome to Alternatives in Action High School (AIAHS). We are a public charter school serving approximately 180 culturally, ethnically, and academically diverse students by providing an environment where youth take ownership of their learning and partner with caring adults to transform their lives as they change the community around them. Many of our students choose AIAHS because they have struggled in their previous school experiences and are looking for a learning environment that supports their growth with a personalized approach that supports and challenges them to successfully participate and contribute in college, career, and community.

AIAHS Charter and Governance

AIAHS is a program of Alternatives in Action (AIA). It is governed by the AIA Board of Directors and its Sub-Committee, the AIAHS Governing Committee. All meetings of the Board of Directors and AIAHS Governing Committees are open to the public, and members of our community are invited to attend.

Parent Advisory Committee & English Learner Advisory Committees

The Parent Advisory Committee (PAC) and the English Learner Advisory Committee (ELAC) hold monthly meetings to review the overall progress of the high school, provide input on policies and support family engagement. Any family member is welcome to join the PAC or ELAC.

Retreats and Community-Wide Meetings

AIAHS has continued to focus on building a strong school culture and developing leadership capacities within youth and staff to uphold this school culture. The year begins with an all school overnight retreat at the CYO Camp in Occidental, California. The retreat is co-facilitated by youth leaders and adult staff to build a sense of community and reinforce school culture and expectations. Throughout the year, community wide meetings are held in a similar format, typically co-planned and facilitated by youth and staff to reinforce youth-adult partnership. Topics for community wide meetings have included cultural celebrations, showcasing youth performances, and engaging in community building activities. AIAHS also regularly holds community events that promote school pride and awareness of larger community issues.

Tutoring and Advising Meetings

At AIAHS we call all teaching staff coaches because we see their role as supporting the development of youth and helping them to meet their academic and personal goals. Youth are encouraged to work individually with their coaches to develop plans and agreements for academic work that will help them succeed. Every student has a leadership coach who can support academic progress and success. Academic coaches are also available during tutoring times and youth are encouraged to meet with them as needed.

CAMPUS POLICIES

Lunch Program and Closed Campus Policy

AIAHS is a closed campus. This means that students are not allowed to leave the campus for any reason during the school day without permission from a parent or guardian. We make breakfast, lunch and snacks available for all youth throughout the day. Youth who do not qualify for free and reduced lunch
can pay for their meals monthly through the front office. Youth are also welcome to bring food from home.

**Academic Support/Afterschool Tutoring**
Students may stay for academic hour provided afterschool from 3:30 pm – 4:30 pm to complete homework or receive academic intervention in their respective rooms, or as scheduled with their academic coaches.

**Protected Prayer**
It is the policy of Alternatives in Action High School to not prevent, or otherwise deny participation in, constitutionally protected prayer in schools, consistent with current guidance issued by the U.S. Department of Education and applicable judicial decisions interpreting the religious clauses of the First Amendment of the United State Constitution. Based on these decisions:

- Students have the right to individually or in groups engage in voluntary prayer or otherwise hold religious observance as long as it does not infringe on the rights of others. Students must not be compelled to participate in religious activities.
- Staff will maintain a neutral position on religious matters in speech and action

**Education for Homeless Students**
AIAHS’s Governing Committee of the Board of Directors desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. AIAHS provides homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students and to ensure they shall not be stigmatized in any way.
AGREEMENTS ON BEHAVIOR

PACT
Expectations of Students and Staff:
Alternatives in Action High School was founded upon youth ownership and choice. Each student chooses to be at AIAHS and upholds the culture of our school through the following agreements.

Youth and Staff agree to:

• Be respectful of all youth and adults including not yelling or arguing with community members.
• Use professional language; no cursing, derogatory or racist comments.
• Attend classes every day and arrive at each class on time.
• Stay in each class for the duration of the block (with the exception of approved bathroom usage and approved passes).
• Be on task in class, complete assignments, and seek academic support such when necessary.
• Uphold the learning environment in the classroom. Do not use cell phones, iPods or MP3 Players at any point during class time except when approved by coach for specific instructional purposes.
• Exercise academic integrity, including not cheating or plagiarizing.
• Respect property including cleaning up after themselves, not vandalizing property etc.
• Uphold a safe environment for all Alternatives In Action members, by following education codes and AIAHS policies, including no theft, threats, violence, weapons, use of drugs or alcohol, etc.

SAFETY

Safe School Plan
California schools are required to comply with California Education Code Section 212, dealing with the preparation of “Safe School Plans”. These plans address violence prevention, emergency preparedness and crisis intervention. A copy of the Seminary Safety Plan is available in the school’s Administrative Office.

Preparing for Emergencies
Alternatives in Action High School works diligently to make sure that students and staff are prepared for possible emergencies. AIAHS has a detailed safety plan that provides guidance for the school staff and students in the case of an emergency. Emergency drills are a part of the school’s activities to ensure that youth and coaches are fully educated and prepared for an emergency situation.

Responding to Emergencies
In general, AIAHS will respond to emergencies by moving students to the safest possible location. During fires or earthquakes, students will be moved out of the classrooms to a safe assembly area.
During an emergency, parents may pick up their children at the E 17th Street entrance, when it is safe to do so.

During a threat of violence, students will be sheltered in a locked classroom away from anything that can harm them. During an emergency when there is a lock down, parents will not be able to pick up their
children until the school campus is declared to be safe by the Police or Sheriff. We ask for parent cooperation during lockdowns as students will be sheltered in a secure place for their safety and will be released only when it is safe to do so.

**What Can Parents do in an Emergency?**

Parents should be familiar with the school’s emergency procedures. Knowing the contact information for the school and where to go to pick up your child will save time and reduce anxiety. Parents who have questions about AIAHS’s emergency procedures are encouraged to contact our Administrative Offices at (510) 748-4314.

**Personal Safety**

At AIAHS we strive to nurture a safe community where all voices and experiences are honored and where youth and adults work together. It is the responsibility of all members of AIAHS to maintain the emotional and physical safety of our members.

Personal safety is an important part of being at AIAHS and the Seminary Community Programs. We ask that students use common sense and avoid injury and reckless behavior. Inappropriate behavior that poses a risk to oneself or others is subject to restorative processes and/or disciplinary action when appropriate.

Racist, sexist, homophobic, and disability discriminatory behavior and language are inconsistent with the community that the youth and adults of AIAHS are trying to create. Such behaviors undermine the climate of safety and trust that is essential to our work. Students who violate these agreements will engage in a restorative and educative process to understand how these actions harm the community and to restore safety and respect with peers and/or adult coaches.

**Safety Crossing E.17th Street**

As of fall 2018, AIAHS has expanded the campus by adding additional classroom space and the Early Childhood Education Center on the east side of E.17th Street. To ensure safety, all students need to exercise caution and to cross the street at the pedestrian crosswalk at the intersection of E. 17th St. and 62nd Ave.
GUIDE TO THE REQUIREMENTS OF THE CALIFORNIA SCHOOL IMMUNIZATION LAW FOR

Parents
of Children In or Entering School or Child Care

REFERENCE
Health and Safety Code, Division 105, Part 2, Chapter 1, Sections 120325-120380; California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 8, Sections 6000-6075

WHY YOUR CHILD NEEDS SHOTS
The California School Immunization Law requires that children be up-to-date on their immunizations (shots) to attend school or child care. Diseases like chickenpox, measles, and whooping cough spread quickly, so children need to be protected before they enter. Most children need booster shots before starting kindergarten. 7th grade entry requirements went into effect July 1, 1999. A varicella (chickenpox) requirement for kindergarten entry and child care attendance went into effect July 1, 2001.

WHAT YOU WILL NEED AT REGISTRATION
You will need your child’s Immunization Record. It must show the date your child was given each required shot. If you do not have an Immunization Record or your child has not received all required shots, call your doctor or local health department now for an appointment.

THESE ARE THE SHOTS THAT ARE REQUIRED
Review your child’s Immunization Record to make sure you have a date for each shot required.

<table>
<thead>
<tr>
<th>Vaccine</th>
<th>NUMBER OF IMMUNIZATIONS REQUIRED TO ENTER, BY AGE OF CHILD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-3 months</td>
</tr>
<tr>
<td>Polio (OPV/IPV)</td>
<td>1</td>
</tr>
<tr>
<td>DTP/DTaP</td>
<td>1</td>
</tr>
<tr>
<td>Td Booster</td>
<td></td>
</tr>
<tr>
<td>MMR</td>
<td>1</td>
</tr>
<tr>
<td>Hepatitis B</td>
<td>1</td>
</tr>
<tr>
<td>Hib</td>
<td>1</td>
</tr>
<tr>
<td>Varicella</td>
<td></td>
</tr>
</tbody>
</table>

*This number includes kindergarten boosters. If your child is 4-6 years old, entry requirements are met with only 3 polio and 4 DTPs if at least one polio and one DTP dose were after your child’s fourth birthday.
* For children 7-17 years old, entry requirements are met with only 3 polio and 3 DTP or DT/td if at least one polio and DTP or DT/td were after your child’s 2nd birthday. For students age 7 years and older, pertussis immunization is not required.
* A Td booster is recommended but not required.
* One dose must be on or after the 1st birthday regardless of any doses received earlier. The Hib requirement applies only to child care children under age 4 years and 6 months.
* One dose on or after the first birthday is required for grades 1-6 and 8-12. Mumps immunization is not required for students age 7 years and older.
* Two doses of the 2-dose hepatitis B vaccine formulation along with provider documentation that the 2-dose hepatitis B vaccine formulation was used for both doses and both doses were received at age 11-15 years will also fulfill this requirement.
* If your child had chickenpox disease, ask your doctor to note it on the immunization record to meet the requirement.
* Required for children not enrolled in California schools before July 1, 2001. 1 dose required for grades K-12. For children 13-17 years old, 2 doses are needed if vaccine received after 13th birthday.

If your child’s record is missing some doses, please contact your doctor or clinic now to obtain the full immunization record or any doses needed. If your child recently received immunizations and needs an immunization later in the year, he/she can be allowed to attend, provided you get the remaining doses when they become due.

Your child may be exempted from some or all immunizations by a doctor because of a medical condition. Your child may be exempted by you because of your personal or religious beliefs. Ask your school or child care provider for details.
GROUP AGREEMENTS
In addition to the agreements for the whole AIAHS community, the classes and other groups can make their own agreements about behavioral standards. These group agreements are co-constructed act as the constitution for the group. There are consequences for each agreement broken.

Appropriate Language and Behavior
AIAHS is a community school where youth and adults of AIAHS are required to behave in a way that represents AIAHS positively in the community. AIAHS frequently has visitors including parents, local business people, educators, politicians, funders, and other community members. Cursing and other disrespectful behavior are inconsistent with this responsibility.

Dress Code Policy
At AIAHS we focus on preparing youth for college, career and community. In order to do this work together, we need to create a safe environment in which all youth feel welcome and respected. What we wear has an effect on ourselves and the people around us, it is important for youth to learn how to represent their best selves at all times. Our intention is to keep the school a safe and neutral space and ensure that youth are safe coming to and from school. We are asking that families help us by supporting our youth to dress appropriately. Examples of clothing and accessories that are not appropriate include but are not limited to:

- Blue or Red clothing (pants, skirts and jackets), shoes or accessories (including jewelry, belts, bandanas, rosaries or shoelaces);
- Clothing with any gang symbols or initials;
- Clothing and accessories cannot contain any of the following: images or words that have oppressive/hateful language, curse words, objectification, and sexualization of women or men, gang colors or references, drug usage references;
- Undergarments, whether female or male, should not be visible.

Students who do not uphold this code will be asked to adjust their public appearance. We are aware that trends are constantly changing and we are doing everything in our power to stay up to date on what is or is not unsafe. If a student is wearing gang affiliated colors or other inappropriate clothing or accessories they will be asked to remove it or will be taken away for the day. If a student refuses to comply with the above interventions, their guardian will be informed and student will be sent home until they return with the appropriate clothing.

Sexual Harassment
Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, having a negative impact upon a person’s performance, or creating an intimidating, hostile, or offensive educational environment. Sexual harassment is contrary to the core principles of COMMUNITY PROGRAMS and AIAHS and is grounds for expulsion or other disciplinary action.
**Physical Violence and Bullying**
Physical violence and threatened physical violence are not consistent with the values of the AIAHS community and may be grounds disciplinary action and/or expulsion. AIAHS does not tolerate bullying, including cyber-bullying of any kind.

**Cyberbullying**
Cyberbullying is a form of bullying through the use of electronic technology and communication such as text, photos, or videos to embarrass, humiliate, spread rumors, harass, threaten or harm others. AIAHS does not tolerate cyberbulling of any kind.

**Theft**
Theft shows a fundamental disrespect for other people and is grounds for immediate disciplinary action. AIAHS does not have lockers, so youth and adults have to be able to trust each other with respect to their possessions. Valuable items should not be brought to AIAHS or should be kept with you all the time. AIAHS is not responsible for lost or stolen personal items.

**Drugs and Alcohol**
Any possession of or use of illegal drugs or alcohol, or possession of drug paraphernalia on the AIAHS campus will result in disciplinary actions.

**Smoking**
There is no smoking on the AIAHS grounds and parking lot. Smoking in these areas is grounds for disciplinary action.

**Grounds for Expulsion/Removal**
While AIAHS strives to implement restorative justice whenever possible and seeks to reduce the number of expulsions and suspensions through such restorative approaches, some behaviors present such a serious risk to the health and safety of the community that they may constitute grounds for expulsion from the school. Acts that may be referred for Board action include:
- Possession of any firearm, knife, explosive or other dangerous object;
- Possession, use or sale of any controlled substance, alcoholic beverage or other intoxicant, or drug paraphernalia;
- Committing or attempting to commit a sexual assault;
- Harassing, threatening or intimidating a witness in a disciplinary proceeding;
- Causing physical injury to another person;
- Engaging in sexual harassment.
- Other acts for which students may be expelled, on referral to the board after investigation, include:
  - Attempting to cause or threatening physical injury to another person;
  - Attempting to commit robbery or extortion;
  - Causing or attempting to cause damage to personal property;
  - Stealing or attempting to steal personal property;
  - Knowingly receiving stolen personal property;
  - Committing an obscene act or engaging in habitual profanity or vulgarity; or
In addition, these and other acts that violate the community’s rules may be considered hate crimes and therefore may be grounds for expulsion, if the victim/s were chosen based on their race, ethnicity, gender, religion, disability or sexual orientation.

The process for dealing with violations of AIAHS agreements on behavior is described later in this handbook.

**ATTENDANCE POLICY**

Learning at AIAHS is a team process and cannot happen unless youth are present and on time. Absences disrupt the learning program and affect AIAHS financially. Even excused absences must be kept to a minimum.

Absences include missing any part of a scheduled program day including specially scheduled times outside of regular hours (such as builds and retreats). Absences can be excused with a doctor’s note, court note, or by a parent or guardian call/note explaining a family emergency or health issue.

<table>
<thead>
<tr>
<th># Unexcused Absences/Semester</th>
<th>School-wide Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Phone call to parent/guardian requesting to identify the root causes for the absences and ways to support improved attendance.</td>
</tr>
<tr>
<td>5</td>
<td>Parent meeting with student, teacher and an administrator to come up with an action plan or possible attendance contract to support improved attendance.</td>
</tr>
<tr>
<td>10</td>
<td>Letter sent home + meeting with parent, student, teacher and an administrator to discuss the current and future impact attendance is and will have on the student’s grades and progress in high school. Having 10 unexcused absences makes it highly likely the student may not pass their classes and will need to take the class over. Having more than 12 unexcused absences could cause your child to lose her/his spot at the school.</td>
</tr>
</tbody>
</table>

**Lateness**

Youth are expected to be on time for every scheduled meeting or class. There are some, very limited opportunities to redeem lateness through extra work with individual coaches.

<table>
<thead>
<tr>
<th># Unexcused Tardies/Semester</th>
<th>School-wide Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Phone call to parent/guardian requesting to identify the root causes for the tardiness and ways for timeliness to improve.</td>
</tr>
<tr>
<td>10</td>
<td>Meeting with parent, student, teacher and administrator to come up with an action plan to support improved timeliness.</td>
</tr>
<tr>
<td>15</td>
<td>Letter sent home + meeting with parent, student, teacher and administrator that could lead to an attendance contract. This</td>
</tr>
</tbody>
</table>
meeting will assess the current and future impact attendance is and will have on the student’s grades and progress in high school.

**USE OF SPACE AND RESOURCES**

There is an expectation that all students respect the AIAHS building. This includes:

- The AIAHS building is a workspace and AIAHS members should behave in a way that respects and encourages work.
- Do not misuse any equipment or supplies.
- Office space is off limits to students without permission. Office space includes the reception and administration offices, and coaches work stations.
- Bathrooms should be used for their intended purpose only. Both youth and adults are expected to clean up after themselves.
- Respect the appropriate noise levels for a given space.
- Do not deface pictures, walls, etc.
- Play involving running, balls, etc. should be done outside.
- Music may be played SOFTLY during breaks only and only to the extent that it does not disrupt meetings or other activities. Music should not be played during non-break time, except as agreed in your groups or classes with your coach.
- Technology must be used in accordance with the technology agreements.
- Members are financially responsible for damage to equipment, the building, or other programs on the campus.
- Each AIAHS group is expected to clean up its space after each use. The AIAHS building is a multi-use building and must always be left ready for use by the next community group.

**Refrigerator/Kitchen Use**

Some agreements on use of the refrigerator and microwave areas in classrooms are necessary to keep our facility clean:

- Label your items in the refrigerator.
- Do not take anything that is not yours; do not move other people’s things unnecessarily.
- Clean up after yourself.
- Put things back where you got them from.
- Do not leave anything in the refrigerator over a week.
- Keep the refrigerator and kitchen clean.

**PARENT AND FAMILY ENGAGEMENT**

AIAHS strives to meaningfully engage our parent and family community in decisions and processes that improve the quality of education for their students and the experience of their families. We value parent input and participation and we offer many ways for parents to get involved including but not limited to meeting attendance, committee work, volunteering for schoolwide events, maintaining communication with coaches and staff, sharing expertise and skills with the community, etc.

Ongoing family engagement is nurtured through our Parent Advisory Committee (PAC) and/or English Learner Advisory Committee (ELAC). These PAC and ELAC provide input and guidance on family engagement strategies including topics for bi-monthly workshops, program feedback on communication, and priorities for student success. Meetings are calendared and announced publicly. In addition,
parents are representative voting members to the AIAHS Governing Committee and the AIA Board of Directors as required through the AIA Board of Director Bylaws.

DISCIPLINE POLICIES AND PROCEDURES

Introduction

Alternatives in Action High School (AIAHS) aims to prepare youth to be responsible citizens who contribute to their community within the school and beyond and who develop qualities of caring and self-discipline. The school will work with students and families to provide a safe school environment that provides students with the opportunity for a quality education.

In order to maintain an environment that will prepare students for responsible citizenship, the school will develop and adopt policies and procedures for dealing with student discipline issues, while providing students and parents with a clear set of expectations regarding student behavior. The process for addressing violations of the behavioral agreements will be consistent with the mission and philosophy of AIAHS, in that it will involve youth leadership and considerations of social justice, integrated into the school’s instructional program. The student discipline policy will reflect AIAHS’s commitment to a restorative justice approach as a strategy towards developing community and personal learning and responsibility.

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

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as AIAHS’s policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. AIAHS staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

A student identified as an individual with disabilities or for whom AIAHS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. AIAHS will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom AIAHS 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.

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. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
   
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   
   b) Willfully used force or violence upon the person of another, except self-defense.
   
   c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
   
   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as 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.
   
   g) Stole or attempted to steal school property or private property.
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) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

l) Knowingly received stolen school property or private property.

m) 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.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) 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.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the
threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

u) Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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

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

   i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

   ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

   iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

   iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by AIAHS.

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

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:
   (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
   (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
   (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. 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.

w) 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).

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

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

   a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

   a) Caused, attempted to cause, or threatened to cause physical injury to another person.

   b) Willfully used force or violence upon the person of another, except self-defense.
c) Unlawfully possessed, used, sold 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.

g) Stole or attempted to steal school property or private property.

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.

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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) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

n) 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.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her
age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by AIAHS.

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

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:
   (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
   (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
   (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

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

v) A 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).

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

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

If it is determined by the 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 dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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 Executive Director or the Executive Director’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

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

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or Executive Director’s designee, the pupil and the pupil’s guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil’s suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the AIA Board of Directors following a hearing before it or by AIAHS Board of Directors upon the recommendation of an Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel should consist of at least three members who are neither a teacher of the pupil or a member of AIAHS Board of Directors. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

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

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

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

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

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

AIAHS 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 AIAHS or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. AIAHS 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 person 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, AIAHS must present evidence that the witness’ presence is both desired by the witness and will be helpful to AIAHS. The person
presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness’ prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the 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 pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in
Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made 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, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

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

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

J. Disciplinary Records

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

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from AIAHS as the AIA Board of Directors’ decision to expel shall be final.

L. Expelled Pupils/Alternative Education

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

M. Rehabilitation Plans

Students who are expelled from AIAHS 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 pupil may reapply to AIAHS for readmission.
N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Alternatives in Action (AIA) Board of Directors following a meeting with the Executive Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The pupil’s readmission is also contingent upon AIAHS’s capacity at the time the student seeks readmission.

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

1. Notification of District

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, 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, AIAHS, 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 AIAHS, 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 AIAHS, 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 AIAHS 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 AIAHS agree to a change of placement as part of the modification of the behavioral intervention plan.

If AIAHS, 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 result of the failure to implement the IEP/504 Plan, then AIAHS 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 AIAHS 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 AIAHS, 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 AIAHS agree otherwise.

5. Special Circumstances

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

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) 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 USC 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 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

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

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

AIAHS 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.
Board Disciplinary Subcommittee

If a youth is referred by the Co-Director to the AIAHS Governing Board’s Disciplinary Subcommittee, the youth can expect a fair process, including:

- Advance notice, by phone and in writing, of the hearing;
- A chance to review the Co-Director recommendation before the hearing;
- The right to ask questions and challenge the evidence and witnesses;
- An opportunity to speak in his/her own behalf, and to have parents and others present to speak for him/her; and
- The right to appeal the Disciplinary Subcommittee’s decision to the full Governing Board.

The procedures for expulsion and disenrollment are described fully in the Alternatives in Action Student Discipline Policy.

UNIFORM COMPLAINT POLICY AND PROCEDURES

Scope

Alternatives in Action High School’s (“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 discrimination against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, 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: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, No Child Left Behind, migrant education, career technical and technical education training programs, child care and development programs, child nutrition program

The Charter School acknowledges and respects every individual’s rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director 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
discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

**Compliance Officers**
The Board of Trustees designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School’s compliance with law:

- Executive Director
  - Alternatives in Action High School
  - 3666 Grand Ave., Suite A
  - Oakland, CA 94610

The Executive Director 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 Executive Director or designee.

Complaint Forms are available both in the AIAHS main office as well as the Administrative offices at 3666 Grand Ave.

**ADMISSIONS POLICY**

**Application, Orientation and Interview**
As part of the application process, all parents/guardians and students are required to attend an orientation meeting, complete an application, provide a transcript from their most recent school, and indicate that they understand and are committed to the outcomes, philosophy, program and expectations of AIAHS. As part of their application, students must also explain why they are interested in attending AIAHS. Interviews are conducted after admission and prior to completing the enrollment process to ensure that students and parents are making an informed decision to enroll at AIAHS. Under no circumstance are interviews used to prohibit or discourage enrollment. Interviews are intended to inform students and parents of AIAHS’s specific graduation requirements and other unique program features. In all interviews, it is made clear to admitted students and their families that the choice to enroll is theirs alone – the interview has no impact on their right to enroll. The application period for the following academic year begins January 1st. The school’s management team will set the application period, which will not be less than ten (10) weeks, and will give reasonable notice to potential applicant families. By December 1 of each year, AIAHS will notify the District in writing of the application deadline and proposed lottery date. AIAHS will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

**Priority Admissions**
To promote the goals of the AIAHS program, priority admissions will be given to students who fall within the categories described below, in the order stated below. A student’s priority will be determined on the date of the scheduled public random drawing.

- Currently enrolled students will be exempted from the public random drawing
- Students of Alameda Unified School District
• Siblings of enrolled students

Public Random Draw Procedure
At the end of the application period, students will be admitted for the available spaces in each grade level, based on priority and a public random drawing. Families will be informed of the date, time, and location of the random drawing. Spaces will be assigned by each priority category in rank order. If there are more priority applicants in a category than there are remaining spaces, a public random drawing will be held from among those priority applicants to fill the available spaces. All applicants who are not admitted will be placed on a waiting list, by grade level, ranked by their priority level, and random draw number. Students will be admitted from the waiting list, as spaces become available. Spaces of students who are admitted, but do not complete the enrollment process, including interview, within two (2) months of the random lottery, will be released to the waiting list. Spaces that become available between the close of the application period and the start of the following academic year will be assigned in order of the waitlist. The waitlist expires at the time of the next public random drawing.

Entry Assessments
Admission tests will not be required; however, assessments and transcript evaluations may be administered to determine individual instructional needs once students are admitted. Youth humanities level assignment and projected year of graduation (grade level) may be adjusted upon these assessments and reviews according to the AIAHS youth outcomes and graduation requirements at any time.
ACADEMICS AT AIAHS

Career Technical Education (CTE) Pathways
AIAHS offers a sequence of Career Technical Education (CTE) courses in a pathway that support a transition to a post-secondary education and/or meaningful career opportunities. Below is a brief description of the individual pathway course sequence offered at AIAHS:

Arts, Media & Entertainment - Production & Managerial Arts Pathway
- Intro to Community Media or Sound 101 (10 credits)
- Media Production (Capstone - 10 credits)
- Field Practicum: Multimedia Internship (60 hours = 5 credits)

Students may enroll in an introductory course where students learn and identify their interests. Once students successfully pass the introductory courses, students can then enroll into a Capstone course to better understand the foundation of that career. Students have the option of enrolling in more than one pathway introductory course.

The CTE pathway allows students to be competitive candidates by having broad learning opportunities in and out of the classroom. The introductory and capstone course curriculum are project-based and provide exposure and understanding of industry standards and real world application. Students can also concurrently enroll in classes at local colleges to further expose students to career based learning. The focus during their senior year will be on applying for two and four year colleges and universities.

The Field Practicum includes an internship readiness skill building component, internship placement that learning goals for students and an internship evaluation. The internship is a minimum 40 hour commitment and students attend reflection sessions with staff to monitor progress, debrief learning, and personal and professional development.
Students also have opportunities to participate in job shadowing, field trips to career-linked sites and participation in conferences in specific pathways. The primary purpose of our industry partner agreements is to provide external career exposure, internship placements and summer employment for our students in specific pathways.
Alternatives in Action High School Career Pathway
Credit
AIHS graduation requirements and coursework is aligned with the requirements of the University of California and California State University systems. Units are awarded for satisfactory progress towards the course outcomes.

Grades
AIHS awards A, B, and C letter grades, as appropriate, for satisfactory progress towards course outcomes. AIHS does not give "D’s" or "F’s." Students who do not make sufficient progress towards course outcomes, whether due to a need for extra time, non-completion of required course elements, or difficulty mastering the material, receive a "No Credit." A No Credit mark signifies that the course is still in progress. No Credit designations may be revised as a result of the student meeting the course outcomes. So long as a young person is enrolled in AIHS, no grades at AIHS are permanent. Youth may petition to improve historical grades for courses taken at AIHS through further demonstration of meeting the outcomes of the course to a higher level than previously attained.

Grade Point Average
AIHS calculates "grade point average" for courses that receive grades. Grade point averages are calculated in two ways: "Academic GPA" includes all courses that meet the UC/CSU requirements; this GPA is generally what counts in college admissions. "Total GPA" includes all courses attempted for a grade. 9th grade courses are excluded from the grade point average and are generally not considered by college admissions offices.

Grade point averages are calculated as follows:
1. Each letter grade is given a point value as follows: A=4, B=3, C=2, NC=0. While AIHS does not assign D’s, transferred D’s are assigned a point value of 1.
2. An extra grade point is awarded for the following honors courses: Honors American Literature of Social Change, Honors Literature and Composition, Honors US History, Honors US Government, or any transferred, non-elective Honors Course that meets the UC/CSU A-F requirements. An extra grade point is also awarded for UC/CSU transferable college courses. A maximum of 8 extra points will be allowed and a maximum of 2 of these points can be completed in the 10th grade.
3. Multiply the point value of each class by the number of units for that class to determine the grade points for each course.
4. Add all the grade points up to get a total grade point.
5. Add all the units up to get a total number of units.
6. Divide the total grade point by the total weighting to get your grade point average.

These credit and grading policies also apply to youth receiving AIHS credit for participation in Extended Day Programs.

Transfer of Credit
Transferring High School Courses to AIHS
AIHS will transfer any units received at another high school, including units received for earned "D's." When transferring credits from a school using a different units system, AIHS will evaluate the course and transfer the courses into the AIHS units format as appropriate. Only courses that are UC/CSU approved, with the student earning a C or better, fulfill the academic graduation requirements
Transferring Community College Courses to AIAHS

AIAHS will transfer any units earned at a community college. Community college courses must be taken through the "concurrent enrollment" process to transfer for high school credit. Non-remedial academic courses taken at a community college count for simultaneous college and high school credit. AIAHS awards double the units for high school credit (i.e., a 5 unit college course counts as 10 high school units), and AIAHS awards an extra grade point. Check with AIAHS staff to determine the weight of each community college course.

Transferring AIAHS Courses to Other High Schools

AIAHS course credits generally transfer to other public and private high schools. It is up to each high school to determine how they interpret AIAHS credits and units, which graduation requirements the courses fulfill, and how to interpret AIAHS grades. AIAHS staff members communicate our policies, course content, and units structures to schools upon request. AIAHS only transmits course records consistent with our policies and does not reinterpret grades, units, or course titles to meet the needs of other schools. When an AIAHS student transfers, all grades become permanent, including No-Credits (which become the equivalent of an "F" in most schools).

Concurrent Enrollment in AIAHS

Students from other high schools can enroll in AIAHS courses, space available and as appropriate. It is up to each student that wishes to concurrently enroll to ensure with their school that the credits will transfer. Upon completion of the course, AIAHS will forward to the appropriate school courses completed, final grades, and units earned. These concurrent enrollment policies also apply to youth receiving high school credit for Extended Day Programing.

PROMOTION AND RETENTION POLICY

The Promotion and Retention Policy is intended to clearly articulate Alternatives in Action High School's intention to foster a supportive, academically rigorous environment for all our students, many of whom have previously struggled in school. Because of this, we offer numerous options for academic counseling and recovery for youth who are behind on their credits towards graduation. We also support and encourage youth to take extra time to achieve the credits required for graduation and a clear post-high school plan.

Promotion/Retention

Students shall be placed at the appropriate grade level based on the number of credits earned each year and/or their ability to make up the credits in time for graduation. Students who are significantly behind on credits (more than 40 credits) will receive a customized gradation plan and regular review meetings with our college counselor as needed. Students shall be retained at the end of the school year if they do not have sufficient credits to progress to the next grade or make up the credits in time for graduation.
The school administration may promote a student at any time during the school year when evidence has been received that the student has earned a sufficient number of credits for advancement.

<table>
<thead>
<tr>
<th>Grade 9</th>
<th>Students must have 30 credits to proceed to the 10th grade.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 10</td>
<td>Students must have at least 80 credits and have passed at least 4 year long core academic classes, including World History and 1 English course.</td>
</tr>
<tr>
<td>Grade 11</td>
<td>Students who have more than 140 credits and who only need 5 or fewer year long core academic classes, proceed to the 11th grade</td>
</tr>
<tr>
<td>Grade 12</td>
<td>Students who have completed all the AIAHS graduation requirements will receive a diploma.</td>
</tr>
</tbody>
</table>

Credits earned at other accredited high schools will be accepted for transfer based on meeting A-G requirements or Alternative Graduation Pathway requirements.

Supports Available for Credit Recovery
Extended Day Program
Reclaiming English
Cyber High
Independent study
Apex Learning on-line coursework

AIAHS GRADUATION REQUIREMENTS

The following are the graduation requirements and a list of AIAHS courses fulfilling those requirements.

College Preparation Requirements:

A. Social Science (25 units) can include:
   - World Studies (10 units)
   - Modern World History, Culture, and Geography (10 units)
   - US History, Culture, and Geography (10 units)*
   - US Government (5 units)
   - Honors US History, Culture, and Geography (10 units)
   - Honors US Government (5 units)
   - "G" Social Science electives with the approval of the director.
   - Other Transfer Social Sciences (must fulfill UC/CSU “A” requirement)
   *Denotes courses required for graduation

B. English (40 units) can include:
   - English 1 (10 units)
   - English 2 (10 units)
   - English 3 (10 units)
   - Honors English: American Literature of Social Change (10 units)
o English 4 (10 units)
o Honors English: Literature & Composition (10 units)
o Other Transfer Language Arts Course (must fulfill UC/CSU “B” requirement)

C. Mathematics (30 units) can include:
o Algebra (10 units)
o Geometry (10 units)
o Algebra II (10 units)
o Other Transfer Mathematics Courses (must fulfill UC/CSU “C” requirement)

Note: Successful Completion of Algebra 2 validates Algebra. A grade of "C" or better in a higher level math course (trigonometry or pre-calculus) validates the entire high school college preparatory requirement.

D. Laboratory Science (20 units) can include:
o Two of the following:
o Earth Science (10 units)
o Biology (10 units)
o Chemistry (10 units)
o Physics (10 units)
o Environmental Science (10 units)
o Other Transfer Lab Science (must fulfill UC/CSU “D” requirement)
o "G" Science Course with the approval of the director

E. Consecutive Language other than English (20 units) can include:
o Spanish 1 (10 units)
o Spanish 2 (10 units)
o Other Transfer Language Course (must fulfill UC/CSU “E” requirement)

Note: A grade of "C" or better in a higher level course will validate a lower level course. A second semester college course will validate the 2 year high school requirements; the third quarter college course will validate the 2 year high school requirement.

F. Visual and Performing Arts (10 units) can include:
o Drama (5 units)
o Painting (5 units)
o Sculpture & 3-D Design (5 units)
o Other Transfer VAPA (must fulfill UC/CSU “F” requirement)
Note: 10 VAPA units must be in related subject, either 10 units of Drama or 10 units of Visual Arts

G. Academic Electives (10 units) can include:
   o Economics (5 units) or Honors Macroeconomics (5 units)*
   o Political Science (5 units)
   o State and Local Government (5 units)
   o Health Education (5 units)
   o Intro to Education (5 units)
   o Child, Family, and Community (5 units)
   o Adolescent Psychology (5 units)
   o Economics of Business (5 units)
   o Media Studies (5 units)
   o Sociology: Contemporary Urban Issues (10 units)
   o Ethnic Studies (5 units)
   o Transitions to Effective Citizenship (Includes Senior Project) (5 units ~ Seniors Only)*
   o Courses listed above that exceed the required units
   o Other Transfer Academic Electives (Must fulfill UC/CSU “G” requirement)
*Denotes electives required for graduation.

General Requirements:

I. Elective Units (75 units)
   Elective course can include courses in the following categories or co-created projects as approved by the Director
   a. Effective Citizenship or Leadership
   b. Math Preparation or Pre-Algebra
   c. Technology
   d. Arts (Non UC/CSU approved courses)
   e. Professional Readiness or Career Preparation
   f. Courses listed in A-G above that exceed the required units
   g. Transferred elective credit

J. Additional Hours Requirement (45 hours per year)
   • Community Support: Work for COMMUNITY PROGRAMS outside of school hours including community builds, community wide meetings, advocacy requirements, presentations, parent nights, and support for other members’ projects. Only recorded hours fulfill this requirement.

K. Final Presentation of Learning and Panel Review for Approval of Graduation

L. Seniors will successfully complete a Senior Fire Walk that includes mandatory coaching as a requirement to walk the stage in the graduation ceremony.

Notes:
   • Total units required for Graduation: 230
• College bound youth should plan to exceed the minimum A-G requirements listed above.
• Transfer courses that meet the AIAHS A-G requirements must be UC/CSU approved courses.
• Letter grades of “D” transfer to AIAHS as elective credit only. They do not fulfill A-G graduation requirements.
• Students transferring from other schools must meet the AIAHS graduation requirements regardless of the graduation requirements of the district or school from which they transferred.
• While the time it takes to fulfill a unit requirement will vary, 5 units are roughly equal to five hours per week for one semester. (10 units are five hours per week for two semesters.)
• The additional hours requirement meets the needs of enterprise work that various groups and courses require, such as community meetings, community builds, presentations, school board meetings, etc. Meeting the extra hours requirements for each class is mandatory and attendance is taken. Each group will have its own extra hours requirements and coaches will track hours as a portion of the grade. Youth should expect to exceed 45 hours in a given year.
• Programs taken at other educational facilities can count towards these requirements on a case-by-case basis with the approval of the Director. The AIAHS staff will make a determination regarding the unit transferability of each external or previous course.
• Students can appeal to have specific requirements waived, fulfilled through previous experience, or redefined on a case-by-case basis with approval of the Director (particularly for transfer students) so long as the main objectives of each content area are met. In general, the A-G requirements are less flexible and the elective units are more flexible.
• Some courses, as noted above, can be "validated" by subsequent coursework. A "validated" requirement (for example, completion of Spanish 2 validating a non A-G Spanish course from another school OR validating a "D" or "NC" from a Spanish 1 class) means that the youth will satisfy that academic requirement. Youth who validate a course that they did not initially earn units for will not have those units restored. Admission into a higher level course when a youth has not demonstrated sufficient progress in a lower level course will be on a case-by-case basis with the approval of the affected coach and the Director. Youth can also attempt to improve a historical grade (for courses taken at AIAHS only) based on evidence that they have met the outcomes and completed the requirements of the previous course.

ALTERNATIVE GRADUATION PATHWAY

Qualifications
• Students will be identified at the end of 1st Semester of Junior Year
• 40+ Credits behind on classes based on the A-G and AIA graduation requirements.

The Alternative Graduation Program at Alternatives in Action High School is a rigorous graduation program set in place for students who have a clear understanding of their own career pathway. This is a career pathway that requires an alternative set of standards and classes other than those of the University of California’s A-G requirements. Students on the alternative graduation path will be held to graduation requirements set forth by the California State Minimum Course Requirements and those in the Alternatives in Action High School Charter. In addition to these core graduation requirements, students must take a minimum of one class at their local community college that are related to their career pathway. In the same year students must complete 80 hours of an internship paid or unpaid in
their related career field. This internship must be found and set up by the student, with the support of the College and Career Coordinator. For a student to be accepted to and graduate from the Alternatives in Action High School Alternative Graduation Path, each of the following steps below must be completed.

**Step One:**
Students must have a meeting with the College and Career Coordinator to find out if they and their career plans are a good match for the Alternative Graduation Plan. This meeting must be held before the end of their junior year.

**Step Two:**
A parent meeting must be held to go over the criteria for the Alternative Graduation Plan with the College and Career Coordinator.

**Step Three:**
Students must write a two-page proposal of their Alternative Graduation Plan. This proposal must include the class they will take at their local community college and where they will complete their year long internship. Students must also make a 5-minute power point presentation to go along with their two-page proposal. While working on their proposal and presentation, drafts must be presented to the College and Career Coordinator.

**Step Four:**
Student must make a panel presentation of their written proposal and power point. This panel will include but not limited to an Administrator for the Alternatives in Action High School, the College and Career Coordinator, and one AIAHS Youth representative. In order for the student to be able to move forward in their alternative graduation plan, all panel members must approve of the presented plan.

**Step Five:**
If the panel presentation is approved the student will meet with the College and Career Coordinator to set up and sign the student’s Alternative Pathway Graduation Contract. If at any time a student fails to meet the requirements laid out in this contract, they will no longer be a part of the Alternative Graduation Plan. The student will then have to meet all original Alternatives in Action High School graduation requirements.

**Requirements for Graduation:**

1. Must complete, the State’s minimum requirements for graduation
   *Alternate Graduation Pathway and AIAHS Graduation Requirements are compared below.
2. Students who choose the alternative pathway will be required to complete 80 hours in an internship.
3. Students must enroll and complete no less than one class, which can include a Certificated Program at a community college or Vocational Training Program, approved by the AIAHS Co-Director.
4. Complete a senior project related to their program and training.
5. Give a panel presentation (oral examination) and review of their senior project.

<table>
<thead>
<tr>
<th>a-g Subject Area</th>
<th>Current AIAHS Graduation Requirements&lt;sup&gt;1&lt;/sup&gt;</th>
<th>AIAHS Alternative Graduation Requirements&lt;sup&gt;2&lt;/sup&gt;</th>
</tr>
</thead>
</table>

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<sup>1</sup> All A-G courses must be UC-CSU certified to meet the AIAHS Graduation Requirements. The current minimum graduation requirements meet the eligibility criteria of the UC CSU (excluding SAT scores). Students must earn a C or better in all A-G courses to meet the graduation requirements.
<table>
<thead>
<tr>
<th></th>
<th>25 Units</th>
<th>30 Units</th>
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<td><strong>a – Social Studies/Science (History)</strong></td>
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<td><strong>c - Mathematics</strong></td>
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<td>20 Units (including Algebra 1)</td>
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<td>(including Biology or Physical Sciences)</td>
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<td>Complete Community College Course</td>
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2 Students in the Alternative Graduation Pathway Program will meet or exceed the CA State Minimum Course Requirements and will accrue credits when they successfully complete the course.

3 A grade of C or better in Algebra 2 validates Algebra. A grade of C or better in Trigonometry or Pre-Calculus validates all math requirements.

4 Must be consecutive (i.e. Spanish 1 & 2). Completion of a higher level course validates any lower courses (i.e. Completion of Spanish 2 validates Spanish 1).

5 Must be in the same discipline and part of a sequence (i.e. Drama and Advanced Drama).

6 Includes all A-G coursework that exceeds the minimum requirement. Charter Schools are not required to mandate PE as a separate course so long as the PE framework is incorporated into the curricula.
## Alternatives in Action High School Bell Schedule 2019-2020

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Regular school day schedule: 8:30am - 3:30pm
Minimum day schedule: 8:30am - 1:15pm

School Calendar 2019-2020

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*AIASH staff PD

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February
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PARENT ACKNOWLEDGMENT FORM

The Parent/Student Handbook describes important information about Alternatives in Action High School (“AIAHS”), and I understand that I should consult the AIAHS administrative staff regarding any questions not answered in this Handbook.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only AIAHS’s Governing Committee has the ability to adopt any revisions to policies in this Handbook.

I have received this Handbook, and I have read and agree to comply with the policies contained herein and any revisions made to it.

____________________________________________
NAME OF STUDENT(S) ATTENDING AIAHS

____________________________________________
PARENT/GUARDIAN SIGNATURE DATE

____________________________________________
PRINT PARENT/GUARDIAN NAME
Memo

TO: Alternatives in Action Board of Directors  
From: Phung Lai, Head of School of Alternatives in Action High School  
Date: 6/13/19  
Re: Personnel Handbook

The Personnel Handbook has been updated to reflect the current year documents and information.

Revisions include:
- Deleted Multi-Site Staff employee (page 18)
- Revised Sick/Personal Time off (page 22)
- Deleted Paid Time off (page 22)
- Deleted Vacation Time off (page 22-25)
- Deleted Recess Time off (page 25-26)
- Deleted Sabbatical Leave (page 25-26)
- Deleted Section 125 Cafeteria Plan – Flexible Spending Accounts (page 24)
# TABLE OF CONTENTS

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<th>POLICY TITLE</th>
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<td><strong>Section 1 - INTRODUCTION</strong></td>
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INTRODUCTION

We believe that each employee contributes directly to Alternatives in Action’s growth and success, and we hope you will take pride in being a member of our team.

This Handbook was developed to describe some of our expectations for our employees and to outline the policies, procedures, programs, and benefits available to eligible employees. You should familiarize yourself with the contents of the Employee Handbook as soon as possible, for it will answer many questions about employment with Alternatives in Action.

We hope that your experiences here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Phung Lai
Executive Director
INTRODUCTORY STATEMENT

Most employees want to know about the policies and legal requirements that guide management decisions. We believe that good performance depends in part on how well informed you are.

This Handbook is designed to acquaint you with ALTERNATIVES IN ACTION and provide you with information about working conditions, employee benefits, and the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by ALTERNATIVES IN ACTION to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Employee Handbook can anticipate every circumstance or question about policy. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor ALTERNATIVES IN ACTION is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

The need may arise to change policies described in the Handbook. ALTERNATIVES IN ACTION therefore reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. You will, of course, be notified of such changes as they occur. The only recognized deviations from the stated policies are those authorized by the Board of Directors.

COMMITMENT TO EXCELLENCE

Alternatives in Action (“ALTERNATIVES IN ACTION”) is committed to a standard of excellence in the services that it provides and in the quality of work expected from its employees. As a result of the demanding nature of ALTERNATIVES IN ACTION’s business, employees are challenged to achieve their full potential, and to devote their best efforts. ALTERNATIVES IN ACTION, in turn, hopes to provide compensation and benefits to its employees that reward them for their contributions.

EMPLOYMENT “AT WILL”

ALTERNATIVES IN ACTION hopes that all employment relationships will be mutually beneficial. At the same time, all employment relationships are “at will.” That means that you or ALTERNATIVES IN ACTION may end the employment relationship for any reason at any time, with or without cause or advance notice.
EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at ALTERNATIVES IN ACTION will be based on merit, qualifications, and abilities.

ALTERNATIVES IN ACTION will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of your immediate supervisor. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. ALTERNATIVES IN ACTION supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, ALTERNATIVES IN ACTION will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. ALTERNATIVES IN ACTION will take reasonable precautions to protect such information from inappropriate disclosure.

SELECTION OF PERSONNEL

The Board of Directors of Alternatives in Action ("ALTERNATIVES IN ACTION") will define the qualifications required, the conditions of employment, and the duties and responsibilities for the positions of Executive Director. The Leadership Team of ALTERNATIVES IN ACTION, made up of the Executive Director, Program and Administrative Directors, define the qualifications required, the conditions of employment,
and the duties and responsibilities for each staff position, under the approval of the Board of Directors.

The employee is required to provide facts about him/herself with regard to preparation and experience; individual abilities; and a number of recent, explicit references which may be personal and professional; statement of record of conviction; as well as the employee’s ability to perform the essential elements of the job. It is the professional responsibility of the prospective employee to inform and discuss with the directors any outside responsibilities which could affect job performance. Positions will be advertised publicly.

QUALIFICATIONS

Employment is offered subject to qualifications and competence for a particular position. Individuals employed for teaching positions with Alternatives in Action High School public charter school will be required to provide documentation of a valid teaching credential, consistent with the requirements of the charter and California law. Individuals employed for coach or teaching positions with our Preschool or Community Programs must meet educational requirements mandated by the State of California and outlined in the job description. ALTERNATIVES IN ACTION does not discriminate in hiring on the basis of race, color, religion, marital status, age, gender, physical handicap, disability, medical condition, veteran status, political affiliation, national origin, ancestry, or sexual orientation.

Personnel who drive participants, whether in a company owned vehicle or other vehicle, must provide evidence of a clear driving record by submitting a current Department of Motor Vehicles report. Personnel who drive participants in their own vehicle must also provide proof of current insurance that meet the insurance requirements of the organization.

Personnel providing direct service to clients must show evidence of current First Aid and CPR training.

Personnel providing direct service to clients must complete a physical health clearance form indicating negative TB test results.

Personnel providing direct service to clients must receive criminal clearance from the Department of Justice by filing a set of their fingerprints with the Department of Justice in Sacramento, California, prior to the first day of work, or show proof that their fingerprints are already on file with the state.

To ensure that ALTERNATIVES IN ACTION is aware of the background of employees accessing confidential criminal history records, they shall be fingerprinted and processed through the California Department of Justice.
The overall responsibility for the administration of employee fingerprints and resulting criminal history information rests with the Director of Operations & Finance.

- **Record Security:** any questions regarding the release, security and privacy of Criminal Offender Record Information (CORI) are to be resolved by the Executive Director or person in charge.
- **Record Storage** CORI shall be under lock and key and accessible only to the Executive Director and Director of Operations & Finance; who is committed to protect CORI from unauthorized access, use or disclosure.
- **Record Dissemination:** CORI shall be used only for the purpose for which it was requested by the Executive Director & the Director of Operations & Finance.
- **Record Destruction:** CORI shall be destroyed after employment determination has been made, and copies of same will be destroyed in such a way that the employee’s name can no longer be identified.
- **Record Reproduction:** CORI may not be reproduced for dissemination.
- **Training:** Executive Director or their designee is required:
  1. To read and abide by this policy.
  2. To themselves be fingerprinted and have a clearance check completed,
  3. To have on file a signed copy of the Employee Statement Form (which is itself a part of this policy) which acknowledges an understanding of laws prohibiting misuse of CORI.
- **Penalties:** Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal, and/or Criminal or Civil prosecution.

**EMPLOYMENT ELIGIBILITY VERIFICATION**

In accordance with the Immigration and Control Act of 1986, Alternatives in Action hires only those individuals who are lawfully authorized to work in the United States. Alternatives in Action does not discriminate on the basis of citizenship or national origin.

If you are a new employee, as a condition of employment, you must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility before you begin working. If you are a former employee hired after November 6, 1986, you must also complete the form if you have not completed an I-9 with Alternatives in Action within the past three years, or if your previous I-9 is no longer retained or valid.

If you have questions or need more information on immigration law issues, you are encouraged to contact the Director of Operations & Finance. You may raise questions or complaints about immigration law compliance without fear of reprisal.
EMPLOYMENT APPLICATIONS

Alternatives in Action relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in your exclusion from further consideration for employment or, if you have already been hired, you may be terminated.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join Alternatives in Action are well qualified and have a strong potential to be productive and successful, it is the policy of Alternatives in Action to check the employment references of all applicants.

If requests are made in reference to your employment with Alternatives in Action after employment separation, the Operations Director will confirm that you were an employee of Alternatives in Action, your dates of employment, and your title or position. In response to requests for additional information, he/she will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will be limited to factual information that can be substantiated by Alternatives in Action’s records. No employment data, except as outlined in the first sentence, will be released without a written authorization and release you have signed.

No employee, other than the Executive Director, Director of Operations & Finance, or Program Directors, is permitted to provide (either on- or off-the-record) any information regarding current or former employees to any non-employee without the specific written approval of the Executive Director. This includes letters of reference. If you are approached for information about any current or former employee, you should promptly advise your supervisor. Failure to comply with this policy may result in disciplinary action.

CONFLICTS OF INTEREST

Alternatives in Action’s reputation for honesty and integrity is the sum of the personal reputations of its individual employees. You must manage your personal and business affairs to avoid situations that might lead to conflict between self-interest and responsibility to Alternatives in Action and the community.

The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation.
An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in personal gain for yourself or for a relative as a result of Alternatives in Action’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if you have any influence on the transactions involving purchases, contracts, or leases, it is imperative that you disclose to the Executive Director or your Program Director as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where you or a relative have a significant ownership in a firm with which Alternatives in Action does business, but also when you or a relative receive any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Alternatives in Action.

The materials, products, designs, plans, ideas, and data of Alternatives in Action are the property of Alternatives in Action and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that you have personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination of employment.

Alternatives in Action staff are prohibited from being seated on any governing bodies such as: School Site Council (SSC), Parent Teacher Association (PTA) or anywhere Alternatives in Action is an agency partner.

**NON-DISCLOSURE**

The protection of confidential educational records, business information and trade secrets is vital to the interests and the success of Alternatives in Action. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Computer software, technology, and databases
- Confidential student records (as defined by the Federal Educational Right to Privacy Act)
- Customer / client lists
- Customer/client proprietary information
New markets research
Financial information
Marketing strategies
Pending projects and proposals
Research and development strategies

If you are exposed to confidential information you will be required to sign a non-disclosure agreement as a condition of employment (“Employee Confidentiality and Non-Disclosure Agreement”). Any employee who discloses confidential business information will be subject to disciplinary action, up to and including possible termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. Because Alternatives in Action’s computer network contains such confidential information, including legally protected information on Alternatives in Action clients, providing access to the network for individuals who are not Alternatives in Action employees is forbidden and may subject you to disciplinary action.
SECOND JOBS

You may hold outside jobs as long as you meet the performance standards of your job with Alternatives in Action. You will be judged by the same performance standards as other employees and will be subject to Alternatives in Action’s scheduling demands, regardless of any existing outside work requirements.

Outside employment that constitutes a conflict of interest is prohibited. You may not receive any income or material gain from individuals outside Alternatives in Action for materials produced or services rendered while performing your job with Alternatives in Action. You may not work for another company, even your own company, during business hours, while you are being paid to work for Alternatives in Action.

In accordance with this policy, the following types of outside employment are prohibited:

- Employment that conflicts with your work schedule, duties and responsibilities or creates an actual conflict of interest.
- Employment which impairs or has detrimental effect on your work performance at Alternatives in Action.
- Employment which requires you to conduct work or related activities on Alternatives in Action property, during Alternatives in Action working hours, or using Alternatives in Action facilities and or equipment.
- Employment that is not deemed morally acceptable or is viewed by employees, students and parents as harmful to the wellbeing and safety of our organization.

For the purposes of this policy, self-employment is considered outside employment.

Alternatives in Action shall not provide workers’ compensation coverage or any other benefit for injuries occurring from or arising from outside employment.
EMPLOYMENT CLASSIFICATIONS

It is the intent of Alternatives in Action to clarify the definitions of employment classifications so you may understand your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

EXEMPT

In California, exemptions from labor laws and regulations are governed by a combination of statutes and regulations. The statutes can be found in various sections of California’s Labor Code. The regulations come primarily in the form of seventeen different “wage orders” set forth by California’s Industrial Welfare Commission (IWC).

Minimum salary for exempt employees in California:
The employee must make at least two times the state minimum wage for full-time employment. Full time employment in this context means the rate that the employee would make if they worked a full 40 hours per week. By 2016, employees will need to earn at least $41,600 per year to meet the minimum salary test for exempt status.

NON-EXEMPT

In California, the general overtime provisions are that a nonexempt employee 18 years of age or older, or any minor employee 16 or 17 years of age who is not required by law to attend school and is not otherwise prohibited by law from engaging in the subject work, shall not be employed more than eight hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half times his or her regular rate of pay for all hours worked over eight hours in any workday and over 40 hours in the workweek. Eight hours of labor constitutes a day's work, and employment beyond eight hours in any workday or more than six days in any workweek is permissible provided the employee is compensated for the overtime at not less than:

- One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
- Double the employee's regular rate of pay for all hours worked in excess of 12 hours
in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

In addition to Exempt and Non-Exempt categories, you will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Alternatives in Action’s full-time schedule. Generally, they are eligible for Alternatives in Action’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 40 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers’ compensation insurance), they may be ineligible for Alternatives in Action’s other benefit programs, depending on the number of hours worked per week.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers’ compensation insurance), they are ineligible for all of Alternatives in Action’s other benefit programs.

INDEPENDENT CONTRACTORS are not employees of Alternatives in Action but perform work based on a contractual agreement. Independent Contractors do not receive any benefits because they are not employees.

ON-CALL employees are those who have established an employment relationship with Alternatives in Action but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as Social Security and workers’ compensation insurance), they are ineligible for all of Alternatives in Action’s other benefit programs.

INTRODUCTORY PERIOD

The Introductory Period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Alternatives in Action uses this period to evaluate your capabilities, work habits, and overall performance. Either you or Alternatives in Action may
end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

If you are a new or rehired employee, you will work on an introductory basis for the first 90 calendar days after your date of hire. Any significant absence will automatically extend the Introductory Period by the length of the absence. If Alternatives in Action determines that the designated introductory period does not allow sufficient time to thoroughly evaluate your performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, you will enter the “regular” employment classification.

During the introductory period, you are eligible for those benefits that are required by law, such as Social Security and workers’ compensation insurance, plus other Alternatives in Action-provided benefits as described in this handbook. After becoming a regular employee, you may also be eligible for other Alternatives in Action provided benefits, subject to the terms and conditions of each benefit program. You should read the information for each specific benefit program for the details on eligibility requirements.

REHIRED EMPLOYEES

Employees who are rehired following a break in service in excess of 90 days, other than those upon an approved leave of absence or absences that fall under state and federal laws for leaves of absence, are considered new employees from the effective date of their re-employment for all purposes of measuring benefits—including accrued time off and holiday pay benefits.

ACCESS TO PERSONNEL FILES

Alternatives in Action is concerned with protecting the privacy of its employees and clients, while meeting Alternatives in Action’s need for personal information. This policy outlines our procedures for accomplishing this goal.

Alternatives in Action maintains a personnel file on each employee. The personnel file includes such information as your job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Alternatives in Action and are kept in a locked file. Access to the information they contain is restricted. Generally, only supervisors and management personnel of Alternatives in Action who have a legitimate reason to review
information in a file are allowed access.

If you wish to review your own file, you should contact the Director of Operations & Finance. With reasonable advance notice, you may review your own personnel file in Alternatives in Action’s offices and in the presence of an individual appointed by Alternatives in Action to maintain the files.

Any records containing medical information are kept in a separate file and they will not influence employment decisions about you without your permission.

Alternatives in Action’s records about you will not be disclosed in individually identifiable form to people or organizations outside Alternatives in Action without your written approval unless disclosure is compelled for legal reasons. The only other exception will be to confirm you are or were an employee, the dates of your employment, and your title or position. These may be disclosed without your authorization in response to a request identifying you by name.

According to federal law, employees may copy records of exposure to hazardous substances and related personal medical records. In addition, you may have copies of any documents you have signed.

PERSONNEL DATA CHANGES

It is your responsibility to promptly notify Alternatives in Action of any changes in your personal data. Personal mailing addresses, telephone numbers, number and names of dependents and beneficiaries, individuals to be contacted in the event of an emergency, educational accomplishments, and other pertinent information should be accurate and current at all times.

PERFORMANCE APPRAISALS

The performance appraisal process helps you achieve better results in your present job and prepares you for future responsibilities. It also encourages better communication between you and your direct supervisor.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation may be conducted at the end of the Introductory Period. Performance reviews are conducted to provide the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Your supervisor will evaluate your performance in writing and discuss it with you.
Depending on the program, reviews may be quarterly, bi-annually, or annually. You may be asked to complete an appraisal form as well to compare your evaluation of your work to your supervisor’s evaluation. Additionally, a 360 review allows the opportunity for your peers to offer any feedback on your performance as well. You may request a copy of your evaluation after you sign it. The original performance appraisal will be retained in your personnel file.

Merit-based pay adjustments may be awarded by Alternatives in Action in an effort to recognize truly superior performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance review process.
EMPLOYEE BENEFIT PROGRAMS

EMPLOYEE BENEFITS

Eligible employees are provided a number of benefits. Several of the programs (such as Social Security, or workers’ compensation) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of these programs, including the amount of any employee contributions, are available from the Human Resources Department.

SICK/PERSONAL TIME OFF

Sick leave is paid time off from work during periods of absence due to personal illness or injury, medical appointments, other personal wellness care or for the care of a sick or injured family member. All AIA staff will be eligible for the sick leave policy.

All employees accrue one (1) hour of paid sick leave for every fifteen (20) hours they work. This includes any employee who performs at least two (2) hours of work in a particular week and includes any overtime hours worked by the employee. Employees accrue paid sick leave in hour-unit increments.

Accrued unused paid sick leave carries over into the next year but is not paid out at the time of separation (either resignation or termination). Paid sick leave earned by an employee is capped at seventy-two (72) hours.

HOLIDAYS

Full and part-time employees are eligible for holiday pay upon hire. When the Holiday falls within a recess period, this includes: Thanksgiving Day, Christmas Eve, Christmas Day and New Year’s Day, employees who have not reached 90 consecutive days of employment who are regularly scheduled to work on those days will receive pay for that single day of holiday closure. For hourly employees, the amount of time and pay will be based on your regular scheduled work hours for that day. For salary employees, you will be paid at the hourly rate based on your salary. The holidays observed in this organization are:

- Independence Day (July 4th)
- Labor Day
Veterans’ Day
Martin Luther King, Jr. Day
President’s Day
Memorial Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year’s Day

With the exception of the Winter Break, which is inclusive of the Christmas and New Year’s Holidays, if a recognized holiday falls on a Saturday or Sunday, Alternatives in Action will observe it on either the preceding Friday or the following Monday. If a recognized holiday falls during an employee’s scheduled vacation time, holiday pay will be provided instead of the vacation hours that would otherwise have applied. If an employee is assigned to work on a recognized holiday, he/she will receive holiday pay plus wages at his/her straight-time rate for the hours worked on the holiday. Holiday pay will not be counted as hours worked for purposes of determining overtime.

EDUCATION INCENTIVE

Alternatives in Action prides itself on being a learning organization. For college coursework completed after July 1st, 2017, staff who submit official college transcripts will receive a $0.01 increase on their hourly rate per each semester unit completed. The increase will become effect upon receipt of the official transcript.

Increase is contingent upon participation in an accredited Community College, or 4-year University for the purpose of obtaining an Associate’s Degree, to transfer to a 4-year accredited college, or a Bachelor’s Degree. Once a single degree has been completed, the benefit stops.

HEALTH AND DENTAL INSURANCE

Alternatives in Action offers both health and dental insurance to eligible employees. An eligible employee is a staff who works 30 hours or more per week. Employees become eligible on the 1st of the month, following the initial month of hire; i.e., If hired on July 15th, benefits begin on August 1st. If hired September 1st benefits begin October 1st. For employees who work between 30-39 hours per week, Alternatives in Action’s contribution to health insurance premiums shall be equal to the full-time equivalency of the part-time employee; i.e., 80% FTE part-time employee will be eligible to receive health benefits paid 80% FTE by Alternatives in Action. In order to elect participation, employees must satisfy the eligibility conditions of the program. Employees may elect to purchase health insurance
coverage for their spouse, domestic partner and/or children through Alternatives in Action. The additional cost of such coverage will be deducted from the employee’s wages. Should an employee decline to participate in the group health plan, a waiver must be signed by the employee declining coverage of the health benefit. In such a case, any opportunity to elect coverage in the future will be subject to the terms, conditions, and limitations of the plan and insurance policies that are in effect at the time. Please see the Director of Operations & Finance for further details, including specific eligibility requirements and enrollment options.

Eligible employees may elect alternative health care plans to offset the employee contribution associated with the costs for domestic partners, spouse and dependents health care premiums. For more information, please ask the Director of Operations & Finance. Additionally, funds for the difference in cost for alternative elections for health care coverage that are cheaper than the Alternatives in Action provided coverage may be rolled over as contributions outside of the employer contribution for the Alternatives in Action sponsored 403(b) retirement plan.

**PENSION PLAN**

Employees may elect to participate in an Employee Contribution Retirement Plan 403(b) through payroll deductions. In order to elect participation in the plan, employees must satisfy the eligibility requirements of the plan. Alternatives in Action offers an employer contribution match to your elected retirement plan at a rate to be determined each year based on fiscal year budgets. The election to participate in the plan can be made at any time. Employees may drop out of the plan at any time. Notice of termination of participation in the plan must be given in writing to the Director of Operations & Finance. Changes to the amount of contributions to the plan may be made through the Director of Operations & Finance.

**STATE TEACHERS’ RETIREMENT SYSTEM AND PUBLIC EMPLOYEES’ RETIREMENT SYSTEM**

Employees of Alternatives in Action with teaching positions at ALTERNATIVES IN ACTION HIGH SCHOOL public charter high school will not be covered by the State Teachers’ Retirement System (STRS) or the Public Employees’ Retirement System (PERS), but will make contributions to Social Security instead. Additional retirement benefits are provided in section 4-5 Retirement Plan.

**COBRA BENEFITS CONTINUATION**
The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue health insurance coverage under Alternatives in Action’s health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at Alternatives in Action's group rates plus an administration fee.

You will be provided with a written notice describing your rights granted under COBRA when you become eligible for coverage under Alternatives in Action’s health insurance plan. The notice contains important information about your rights and obligations.

HEALTH INSURANCE PORTABILITY

Under the Health Insurance Portability and Accountability Act, you and your qualified beneficiaries are entitled to Certificates of Coverage from Alternatives in Action when any of three circumstances are present. These Certificates allow you and your dependents to transfer from one employer health plan to another without starting a new pre-existing condition waiting period. The three conditions are:

- when you are no longer covered under the health plan, or you begin COBRA coverage (as in the case of extended leaves of absence or termination);
- at the time your COBRA coverage ends; and
- When a request is made within 24 months of termination of coverage.

The term “portability” does not mean you may take your specific health insurance policy from one job to another. It means that once you obtain health coverage, you will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition exclusion period that might otherwise have been imposed on you when you move to another group health plan. Portability is designed to help people maintain coverage by giving them credit for having been covered previously.

You will be advised in writing of any pre-existing condition clause in your health insurance plan when you are hired. You may then request Certificate(s) from your previous employer (if applicable) to apply to your current plan. You may also request Certificate(s) from Alternatives in Action under the conditions mentioned above when applicable. The Director of Operations & Finance can assist you with additional information.
WORKERS’ COMPENSATION INSURANCE

Alternatives in Action provides a comprehensive workers’ compensation insurance program at no cost to you. Any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment is covered under this program. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or immediately, if you are hospitalized.

If you sustain a work related injury or illness, you should inform your supervisor immediately. No matter how minor an on the job injury may appear, it is important that it be reported immediately. This will enable you to qualify for coverage as quickly as possible.

Neither Alternatives in Action nor the insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during your voluntary participation in any off duty recreational, social, or athletic activity sponsored by Alternatives in Action.

STATE DISABILITY INSURANCE

To protect employees who miss work due to a non-work-related accident or illness, the law requires that a small percentage of each employee’s wages, up to the prevailing maximum, be deducted each pay period for disability insurance. Benefits begin from the first day an employee is hospitalized or after the seventh day of the illness or accident if the employee is not hospitalized. Eligible employees will be paid a percentage of their regular earnings for maximum period provided by law in any one year. Alternatives in Action will make up the difference between the compensation an employee receives from state disability insurance benefits and his/her regular wages until his/her accumulated sick and vacation pay is used up.

In 2002, legislation in California extended disability compensation to individuals who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. The program, known as Paid Family Leave (PFL), is administered by the State Employment Development Department’s (EDD) Disability Insurance Branch. Weekly benefits for claims beginning on or after January 1, 2005. No more than six weeks of PFL benefits may be paid within any 12-month period. As with disability coverage, Alternatives in Action will make up the difference between the compensation an employee receives from PFL and his/her regular wages until his/her accumulated sick and vacation is used up.

UNEMPLOYMENT INSURANCE
If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service. We will be happy to explain your rights under the law.

SOCIAL SECURITY

As an employee of Alternatives in Action, you are covered under the provisions of the federal social security law (F.I.C.A.). Social security benefits are often a significant step to provide you and your family a retirement income. Alternatives in Action matches the amount of deduction from your wages for social security taxes. The total contribution by you and Alternatives in Action is credited toward your social security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivor’s benefits are financed through social security deductions.

CELL PHONE REIMBURSEMENT POLICY

In order to ensure adequate availability for staff communications, Alternatives in Action has implemented a subsidized cell phone reimbursement plan for employees with a Director, Manager or Coordinator title who may find the need for use of their cell phone for business needs.

By participating this this policy, you pledge that you will make yourself available by cell phone for normal business hour and after business hour company requests as needed.

Payment will be made once a month at the completion of the calendar month for services in the month prior. Reimbursement amounts will be based on the following:

- Directors = $50
- Managers = $40
- Coordinators = $30

Processing the request for reimbursement:

- Please use the appropriate expense reimbursement form when submitting a request for payment. The reimbursement form should be filled out in its entirety.
- When filling out your form, please use Class: (site), GL code: 5901, Description: Cell Phone Reimbursement
- As part of this process, please attach a copy of your cellular provider's invoice or supporting documentation to the expense reimbursement form.
- All forms should be signed by your supervisor and brought to the Director of
Operations & Finance to ensure all of the relevant information is attached before submitting them to our Bookkeeper for processing.
TIMEKEEPING / PAYROLL

TIMEKEEPING

Accurate reporting of hours taken off sick leave, and other leaves of absence is an important duty of all employees. If you are an hourly employee, your time record is the report of all the hours you have actually spent on the job performing assigned duties. Care should be taken to see that your time record is an accurate accounting of time worked. If for any reason you forget to record your time or note it incorrectly, you should see your supervisor immediately so the error or omission can be corrected.

Accurately recording time worked or taken off is the responsibility of every employee. Federal and state laws require Alternatives in Action to keep an accurate record of time worked in order to calculate employee pay and benefits. Hourly employees should accurately record the time you begin and end work, as well as the beginning and ending time of each meal period. You should also record the beginning and ending time of any departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Your supervisor will review and sign the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes.

OVERTIME

You will be paid for all hours worked in accordance with legal requirements. If you qualify as an administrative, executive, professional or outside sales person within the meaning of state and federal wage and hour laws, you are exempt from overtime pay and are not subject to this policy. All non-exempt employees qualify for overtime pay.

Our business occasionally requires a longer than normal workday. Staff will be expected to stay if necessary. However, when possible, advance notification of these mandatory assignments will be provided.

All overtime work by a non-exempt employee must be approved in advance by your
supervisor. Because unauthorized overtime is against Alternatives in Action policy, if you work overtime without authorization, you will be subject to disciplinary action, up to and including termination.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the rate of one and one-half times straight-time pay for all hours over eight in a workday, or 40 in a workweek.

As required by law, overtime pay is based on actual hours worked. Time off on vacation or sick leave, or any leave of absence including holiday and recess will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from your supervisor may result in disciplinary action, up to and including possible termination of employment.

<table>
<thead>
<tr>
<th>Regular Time</th>
<th>Over Time</th>
<th>Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your regular hourly rate</td>
<td>Your regular hourly rate x 1.5</td>
<td>Your regular hourly rate x 2</td>
</tr>
<tr>
<td>Up to 8 hours worked per day</td>
<td>9-11 hours</td>
<td>12+ hours per day</td>
</tr>
<tr>
<td>You will be paid at your regular hourly rate for work up to 8 hours.</td>
<td>Additional hours worked after 8 hours is eligible for time and a half pay (1.5x)</td>
<td>Additional hours worked after 11 hours is eligible for double time pay (2x).</td>
</tr>
</tbody>
</table>

**BREAKS AND LUNCH PERIODS**

Full-time employees are provided two breaks of ten minutes each to fall within the first and last half of their scheduled shift. Since this time is counted and paid as time worked, you must not be absent from your work beyond the allotted break time.

Break times may not be added to your lunch period nor can they be subtracted from the number of hours you are assigned to work each day.

Lunch periods are also provided approximately in the middle of the workday. Full-time exempt employees receive one 30-minute lunch break each day, non-exempt employees receive one 30-minute unpaid lunch break each day. **All part-time employees working a minimum of 5 hours must take a 30-minute unpaid lunch break.** The time and length of your lunch period will be scheduled by your supervisor to accommodate operating requirements. You will be relieved of all active responsibilities during lunch periods and you will not be compensated for that time.

**PAYDAYS AND PAYCHECKS**
You will be paid bi-monthly. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Period runs 1st through 15th of the month and 16th through 30th/31st of the month. If timesheets due falls on a weekend, it is due the Friday before the weekend unless indicated by HR/Payroll. Incomplete and missing timesheets may delay payments. Supervisors must verify hours worked and report and sign timesheets before turning it into payroll.

<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Timesheets Due</th>
<th>Pay Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 15th of the month</td>
<td>15th</td>
<td>20th of the month</td>
</tr>
<tr>
<td>16th through the 30th/31st</td>
<td>30th/31st</td>
<td>5th of the following month</td>
</tr>
</tbody>
</table>

In the event that a regularly scheduled payday falls on a holiday, you will receive your paycheck on the last day of work before the regularly scheduled payday.

Once issued, employees are responsible for their paychecks. If you lose your paycheck, please notify the Director of Operations & Finance immediately. If the check has not cleared the bank, a stop payment will be placed and a new check issued to you. If the check has already cleared the bank, Alternatives in Action will not reissue the check.

**PAY DEDUCTIONS**

Alternatives in Action offers programs and benefits beyond those required by law. If you are eligible to receive these benefits, you may voluntarily authorize deductions from your paycheck to cover the costs of participation in these programs, if required.

Occasionally, other pay deductions are taken by Alternatives in Action, usually to help pay off a debt or obligation to Alternatives in Action or others. Wage garnishments cause considerable paperwork and expense for Alternatives in Action. We strongly encourage you to work out a financial problem before this situation occurs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please see the Director of Operations & Finance.

**PAY CORRECTIONS**

Alternatives in Action takes all reasonable steps to make sure you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of your supervisor or the Director of Operations & Finance so corrections can be made as quickly as possible. Once underpayments are identified, they will be corrected in the next regular paycheck or sooner.
Overpayments will also be corrected in the next regular paycheck unless this presents a burden for you (where there is a substantial amount owed). In that case, Alternatives in Action will attempt to arrange a schedule of repayments with you to minimize the inconvenience to all involved.

PAY ADVANCES

Alternatives in Action does not provide any payroll advances nor can Alternatives in Action extend credit to any employee.

EMPLOYMENT SEPARATION [AT WILL EMPLOYMENT]

While we hope that your relationship with Alternatives in Action will be mutually beneficial, you may terminate your employment at any time with or without notice. Alternatives in Action may also end the employment relationship at any time with or without cause.

California’s Labor Code specifies that an employment relationship with no specified duration is presumed to be employment “at-will.” This means, at least in theory, that the employer or employee may terminate the employment relationship at any time, with or without cause.

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION employment separation initiated by an employee who chooses to leave the organization voluntarily.

DISCHARGE employment termination initiated by the organization.

LAYOFF involuntary employment separation initiated by the organization for non-disciplinary reasons (see LAYOFF AND RECALL policy).

RETIREMENT voluntary retirement from active employment status initiated by the employee.

While employees may resign their position at any time without notice, we encourage employees to minimize the impact on children and youth by giving generous notification. We ask for at least a two-week advance notice in writing indicating the intended final day of work. We ask that employees in coordinator and higher positions give at least six-weeks
notice to minimize program impact and allow for sufficient time to hire a replacement.

Alternatives in Action will generally schedule exit interviews at the time of employment separation. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Alternatives in Action, or return of Alternatives in Action owned property. Suggestions, complaints, and questions are welcome. You will receive your final pay in accordance with applicable state law.

Employee benefits will be affected by employment separation in the following manner: all accrued, vested benefits that are due and payable at separation will be paid, some benefits may be continued at your expense if you wish. You will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Please see the policy entitled EMPLOYMENT REFERENCE CHECKS for information on providing references to prospective employers.

LAYOFF AND RECALL

LAYOFF

If Alternatives in Action determines that a reduction in force becomes necessary or appropriate, layoffs will normally occur in the following order:

1. Temporary employees;
2. Hourly part-time employees;
3. Hourly full-time employees;
4. Salaried part-time employees;
5. Salaried full-time employees.

Alternatives in Action reserves the right to deviate from the normal order designated above when it determines that circumstances warrant such a variation. Layoffs within each classification shall be based on seniority with Alternatives in Action, provided, however, that employees will not be retained unless they are capable, as determined in the sole discretion of Alternatives in Action, of performing the job in question at a satisfactory level. For purposes of this policy, seniority will be measured from an employee’s date of hire; however, any periods of absence due to a leave of absence or break in service shall be disregarded. Oftentimes, these decisions are based on funding.

RE-EMPLOYMENT
All layoffs are considered permanent. However, employees who are laid off are encouraged to reapply for employment when positions are available. Past performance with Alternatives in Action will be considered when evaluating such applications.

**Travel, Lodging, Meal Reimbursement**

The employer shall provide lodging at no cost to the employee in connection with overnight travel that is required by the employer. If flights are required, Alternatives in Action will pay the full cost of the flight. Meal reimbursements in connection with overnight travel shall be given as a per-diem payout prior to the employee’s departure for the travel when possible. The per-diem shall not apply and will be deducted if the employer makes arrangements for meals at meetings and conferences. Any additional transportation and travel expenses such as checked bag fees will be reimbursed with appropriate receipt submission and expense reimbursement request forms.

The reimbursement amount shall be no greater than as follows:

- Breakfast Reimbursement per day $15
- Lunch Reimbursement per day $20
- Dinner Reimbursement per day $30
WORK CONDITIONS & HOURS

SAFE OPERATIONS

It is Alternatives in Action’s policy to give every employee a safe and healthy place to work. Although your supervisor is responsible for ensuring safe conditions in your work area, you also play an important role in the program's success. You should immediately report unsafe conditions, practices and on-the-job accidents to your supervisor or the Director of Operations & Finance.

It is also our intent to provide a safe environment for everyone when on our property. To this end we have established a workplace safety program. This program is a top priority for Alternatives in Action. The Director of Operations has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all of us.

Alternatives in Action provides information to you about workplace safety and health issues through regular internal communication channels such as e-mail, voice mail messages, employee meetings, postings, memos, or other communications. The Director of Operations & Finance is available to facilitate effective communication between employees and management about workplace safety and health issues.

Employees receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. If you have ideas, concerns, or suggestions for improved safety in the workplace, you are encouraged to raise them with your supervisor, or another supervisor or manager, or bring them to the attention of the Director of Operations & Finance. Reports and concerns about workplace safety issues may be made anonymously if you wish. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. You must immediately report unsafe conditions to the appropriate supervisor or manager. If you violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, you should immediately notify the Director of Operations or the appropriate supervisor. Such reports are necessary to comply with the law and initiate insurance and
workers' compensation benefits procedures.

MAINTENANCE AND HOUSEKEEPING

Both clients and staff respond favorably to an office that is professional and well maintained. It is the responsibility of all staff to keep all areas neat and to report any unsafe or unprofessional conditions that detract from the professional image of Alternatives in Action.

SMOKING

It is the intent of Alternatives in Action to provide a safe and healthful work environment for all employees, clients, and visitors. Therefore, smoking in the workplace or on the grounds is prohibited.

This policy applies equally to all employees, clients, and visitors.

BULLETIN BOARDS

Alternatives in Action maintains a bulletin board at each site. The bulletin board contains legally required notices and notices pertaining to Alternatives in Action business. Please check the bulletin board regularly for pertinent information.

WORK SCHEDULES

Work schedules for employees vary throughout Alternatives in Action. Your supervisor will advise you of your individual work schedule.

Use of unpaid time-off should be on a limited basis. Employees are expected to report to work regularly and punctually. Excessive absenteeism and tardiness are subject to disciplinary action. Alternatives in Action defines excessive absenteeism as any excused or unexcused unscheduled absence or tardy in excess of 2 incidents per month.

Alternatives in Action, at its sole discretion, has the option to change the work schedule, work hours, business hours, or shifts, as appropriate.

KEY POLICY

Access to keys at all sites is at the discretion of the school site administration. At the end of
their employment with Alternatives in Action, all employees must return their Alternatives in Action issued keys to their department director, who should then return the keys along with the name of the person(s) to whom the keys were issued, in writing, to the Director of Operations, or designee. Employees must exit from the Director of Operations, or designee.

Keys cannot be signed out to students. Employees may not transfer issued keys.

All lost or stolen keys must be reported to the Director of Operations or school site administrator as soon as possible. The request to replace lost or stolen keys shall be accompanied by a written explanation describing the facts surrounding the loss. The Director of Operations and Executive Director or his/her designee will make a decision to replace the keys or have the locks re-keyed. The individual whose keys were lost shall assume the cost of replacement keys. The program shall assume the cost of re-keying. The fees for key replacement will increase with subsequent losses by the same individual.

Outside contractors and vendors who are operating on a long-term contract with Alternatives in Action may be issued keys for the duration of their contract. In the event of an outside contractor’s or vendor’s keys being lost, stolen, or misplaced, he/she will assume the cost of replacement keys and the cost of any re-keying required as a result of the loss.

**TELEPHONE USE / MONITORING AND PERSONAL MAIL**

Alternatives in Action telephones are to be used for business purposes. All callers are to be treated with professional courtesy and politeness.

Personal use of telephones for long distance and toll calls is not permitted. You should exercise discretion in using Alternatives in Action telephones when making local personal calls. You may be required to reimburse Alternatives in Action for charges resulting from your personal use of the telephone.

The use of Alternatives in Action paid postage or postal services for personal correspondence is not permitted. Do not use Alternatives in Action letterhead for personal correspondence as personal views may be misinterpreted as representing Alternatives in Action views.

**USE OF OFFICE FACILITIES AND EQUIPMENT**

Equipment is essential in accomplishing job duties and is expensive and may be difficult to replace. When using equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.
Please notify the Director of Operations, or designee if any equipment appears to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Employees may not use office equipment and facilities for personal business without the express written permission of the Executive Director.

**ELECTRONIC COMMUNICATIONS**

All electronic and telephonic communication systems (including e-mail, voice mail, access to the Internet) and all communication and information transmitted by, received from, or stored in Alternatives in Action systems, are the property of Alternatives in Action, and as such are to be used solely for job-related purposes.

**TECHNOLOGY ACCEPTABLE USE POLICY**

Alternatives in Action encourages use of technology appropriate for a youth-oriented community learning environment, discourages harmful practices, and sets penalties for those who choose to violate the policy. Technology resources are defined as any electronic tool, device, program, or system that aids the educational and work environment and enables the employee to be more efficient in a technological world. Technology includes:

- All computer hardware and software,
- Personal digital assistants including Palms, pocket PCs, cell phones,
- Analog and digital networks (e.g., data, video, audio, voice, and multimedia),
- Distance learning through multiple means and locations,
- Electronic (e-mail) mail systems, and communication technologies,
- Television, telecommunications and facsimile technology,
- Servers, routers, hubs, switches, and Internet gateways,
- Administrative systems, media systems, and learning information systems,
- Related and forthcoming systems and new technologies.

Personally owned devices are included in this Acceptable Use Policy when on Alternatives in Action property or connected to the Alternatives in Action infrastructure.

The following uses of included technology are prohibited:

- To harass, bully, or threaten another individual,
• To access, upload, download, create, distribute, use or transmit pornographic, obscene, sexually explicit, abusive, slanderous, libelous, prejudicial, or otherwise inappropriate language or material,
• To vandalize, damage, alter, or disable the property of Alternatives in Action or others,
• To plagiarize, violate copyright or use the intellectual property of an individual or organization without permission or other legal authorization,
• To introduce unauthorized information, computer viruses or harmful programs into the computer system in either public or private files or messages
• To download games or entertainment software without authorization from your supervisor,
• To participate in gambling or online games,
• To assign students or other clients to use technology without proper supervision,
• To send non-job related e-mails, participate on chat lines, engage in on-line personal shopping or bartering, send personal ads or post on bulletin boards during work time and to an extent that interferes with or distracts from job performance,
• To utilize Alternatives in Action technology for commercial purposes or personal financial gain,
• To install or use encryption software on any computer.

Inappropriate use of technology from outside Alternatives in Action may result in disciplinary action if there is a connection back to Alternatives in Action and either of the following occurs:

• The employee’s actions violate a legitimate Alternatives in Action policy or law.
• There is substantial disruption to the work of Alternatives in Action or a legitimate safety concern.

Any violation of this policy and rules may result in disciplinary action up to and including dismissal. When applicable, law enforcement agencies may be involved.

Given valid reason, Alternatives in Action may at any time and without notice to or consent from users, obtain access to all information, conveyed or stored anywhere on any of Alternatives in Action’s electronic systems, including telephone calls and electronic mail messages, even if the information has been password protected or encrypted. Alternatives in Action may use the information so obtained for any legal purpose, including disclosure to third parties, subject only to applicable law, but otherwise in the sole discretion of Alternatives in Action. Alternatives in Action may initiate an investigation triggered by indications of impropriety as necessary to locate substantive information that is not more readily available by some other less intrusive means.

Alternatives in Action does not guarantee the reliability of the data connection and does not verify the accuracy of information found on the Internet. Employees are responsible for the
supervision of students and other clients whenever they are using technology.

Alternatives in Action has final editorial authority over websites that are stored on Alternatives in Action equipment.

VISITORS AND VENDORS

To provide for the safety and security of our employees and the facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee and client welfare, and avoids potential distractions and disturbances.

All visitors should enter Alternatives in Action at the reception area and sign in the Visitor’s Log. Please inform the front desk when you are expecting a visitor or vendor. Authorized visitors will receive directions or be escorted to their destination. You are responsible for the conduct and safety of your visitors.

If an unauthorized individual is observed on Alternatives in Action’s premises, you should immediately notify your supervisor or, if necessary, direct the individual to the reception area.
LEAVES OF ABSENCE

TYPES OF LEAVE:

- Medical Leave
- Medical Leave For Occupational Disabilities
- Family And Medical Leave (FMLA)
- Pregnancy Disability Leave
- Paid Family Leave

MEDICAL LEAVE

The law requires that employers of fifty or more employees offer medical leave. Alternatives in Action will provide such leave, as stipulated below, when it employs at least fifty employees.

Any regular full-time employee who is temporarily disabled and unable to work due to a medical condition, will, upon request, be granted a leave of absence without pay for the period of his or her disability, up to the terms of the state and federal medical leave guidelines. The term "medical condition" as used in this policy encompasses all temporary medical disabilities including, but not limited to, pregnancy, childbirth, and related medical conditions.

As soon as you become aware of a need for a medical leave of absence, you should request a leave from your supervisor in writing. A physician's statement must be provided verifying the beginning and expected ending dates for the requested leave. Any changes in this information should be promptly reported to your supervisor.

You must take any available paid vacation or sick leave as part of the approved period of leave.

Subject to the terms, conditions, and limitations of the applicable plans, health benefits will be provided through the period of documented disability when under the terms of state and federal leave guidelines. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from medical leave, benefits will again be provided by Alternatives in Action according to the applicable plans.

If you sustain a work related injury or illness, you are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. (See MEDICAL LEAVE FOR OCCUPATIONAL DISABILITIES policy.)
Holiday benefits including recess will be suspended and sick and vacation benefits will not continue to accrue during the approved medical leave period. When a medical leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar position for which you are qualified. However, Alternatives in Action cannot guarantee reinstatement in all cases.

If you fail to report to work promptly at the end of the medical leave, Alternatives in Action will assume that you have resigned.

**MEDICAL LEAVE FOR OCCUPATIONAL DISABILITIES**

Any regular full-time or regular part-time employee sustains a work-related disability and is therefore unable to work, will, upon written request, be granted a leave of absence without pay for the period of his or her disability.

A physician's statement must be provided verifying the beginning and expected ending dates. Any changes in this information should be promptly reported to your supervisor and the Director of Operations & Finance.

Subject to the terms, conditions, and limitations of the applicable plans, health, dental, and life insurance benefits will be provided through the full disability. These benefits will be coordinated with workers’ compensation benefits. When you return from medical leave, benefits will again be provided by Alternatives in Action according to the applicable plans.

Holiday and program recess benefits will be suspended and vacation and PTO leave benefits will not continue to accrue during the approved medical leave period.

When a medical leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar position for which you are qualified. However, Alternatives in Action cannot guarantee reinstatement in all cases.

You must present a physician’s certification of fitness for duty before you will be permitted to return to work.

Alternatives in Action will retain employees on extended leave of absence for occupational disability until one of the following situations occurs:

1. The employee is released for full or partial duty;
2. Alternatives in Action receives medical evidence satisfactory to indicate that the employee will be permanently unable to return to work; or
3. The employee informs Alternatives in Action that he or she does not intend to return
to work.

If you fail to report to work promptly at the end of the medical leave, Alternatives in Action will assume that you have resigned.

**FAMILY AND MEDICAL LEAVE (FMLA)**

Federal law requires that employers of fifty or more employees offer family and medical leave (FMLA). Alternatives in Action will provide such leave, as stipulated below, when it employs at least fifty employees.

Eligible employees may take up to 12 unpaid workweeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Any regular full-time or part-time employee who has completed at least one year of continuous service and has worked 1,250 hours within the previous twelve-month period, may request a family/medical leave without pay. As soon as you become aware of the need for a family/medical leave of absence, you should request a leave from your supervisor in writing.

You may request a family/medical leave for the birth, adoption, or foster parenting of a child, or the illness of a child, spouse, or parent, or your own serious health condition. If you are requesting family/medical leave due to the illness of a family member, you will be required to provide a physician's statement verifying the beginning and expected ending dates, the need for you to provide care, and the estimated time required.

If you need a family/medical leave of absence for your own serious illness, you must provide a physician’s statement verifying the beginning and expected ending dates. Any changes in this information should be promptly reported to your supervisor. Under certain circumstances, pregnancy disability leave may run concurrently with this leave.

Eligible employees are normally granted leave for the period of the disability, up to a
maximum of twelve weeks. This leave may be taken on an intermittent basis or all at one time. You may take this leave in increments of one day, however, the total period of all absences related to the family or medical leave shall be considered part of the leave of absence and may not exceed twelve weeks in a twelve-month period. For purposes of this policy, the twelve-month period shall be measured from the date the leave first commences.

Because this is an unpaid leave, you must take any accrued vacation or sick leave as part of the otherwise unpaid approved period of leave. If vacation or sick leave is available, the paid and unpaid portions of the leave will be added together to total twelve weeks. State Disability Insurance (SDI), which is paid for by a required payroll deduction, generally provides partial salary continuation, after a designated waiting period, in the case of a non-work-related disability. Further information is available from the Director of Operations & Finance.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Alternatives in Action for the duration of the leave, but not to exceed twelve work weeks. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from family/medical leave, benefits will again be provided by Alternatives in Action according to the applicable plans.

Holiday and program recess benefits will be suspended and vacation and sick leave benefits will not continue to accrue during the approved family medical leave period.

PREGNANCY DISABILITY LEAVE

In compliance with California state law, if you are pregnant, you may be granted an unpaid leave of absence for medical disabilities due to pregnancy, childbirth and related medical conditions. The leave may be for up to seventeen weeks plus three days with a doctor's written certificate showing the date(s) of disability and the estimated date of return to work. This leave may be taken intermittently. The total period of all absences related to the same medical condition will be considered part of the same leave and may not exceed seventeen weeks plus three days.

An employee may take up to 4 months of job-protected time off so long as the following conditions are met:

- The employee works for an employer with 5 or more employees; and
- An employee may take longer than 4 months if her employer provides more than 4 months of leave as part of its own policies for temporary disabilities or in a union contract, or as a reasonable accommodation for a disability.

This time off is known as pregnancy disability leave.
In the case of planned medical leaves, such as those associated with pregnancy, verbal notice should be given as soon as possible. Verbal notice should include the anticipated date the pregnancy disability leave would begin. A written request should be submitted to the Director of Operations & Finance a minimum of 30 days in advance of the anticipated start of the pregnancy disability leave. The written request should include the date the leave will begin, the anticipated date you will return to work, and that the leave is medically necessary.

If 30 days advance notice is not possible, such as in the case of medical emergencies or a change in circumstances, verbal and written notice must be given as soon as practical.

Pregnancy disability leaves are granted on an unpaid basis but you may use any vacation or sick leave time you have accrued.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Alternatives in Action for the duration of the pregnancy disability leave, up to seventeen weeks plus three days with a doctor's written certificate showing the date(s) of disability. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from family/medical leave, benefits will again be provided by Alternatives in Action according to the applicable plans.

Holiday and recess benefits will be suspended and vacation and sick leave benefits will not continue to accrue during the unpaid leave period.

A pregnancy disability leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of seventeen weeks plus three days of leave, whichever occurs first. Upon returning from a pregnancy disability leave, you must present a doctor's certificate showing fitness to return to work.

When you return from a pregnancy disability leave, you will be offered the same position held at the time of leaving, unless the job no longer exists, or you are not capable of performing the job responsibilities.

PREGNANCY DISABILITY JOB TRANSFER

If you are pregnant, you may request a transfer when your health care provider certifies that a transfer is medically advisable. Such transfers will be made provided they can be reasonably accommodated. As part of such a transfer, Alternatives in Action is not required to create additional employment, discharge or transfer another employee with more
seniority, or promote or transfer any employee who is not qualified to perform the new job.

Where your health care provider certifies that it is medically advisable for you to take intermittent leave or to work a reduced schedule, Alternatives in Action may require you to temporarily transfer to an alternate position. The transfer will be for the period of time the intermittent leave or reduced work schedule is medically advised. The alternate position will have equivalent pay and benefits, and will accommodate the pregnancy disability leave.

In the case of planned intermittent leaves or reduced work schedules, verbal notice should be given as soon as possible prior to the anticipated need for such a change so Alternatives in Action can begin planning. The verbal notice should include the anticipated date the intermittent leave or reduced work schedule will begin. A written request should be submitted to the Operations Director a minimum of 30 days in advance of the anticipated start of the intermittent leave or reduced work schedule. The request should include the date the change will begin, the anticipated date you will return to work, and that the change is medically necessary.

If 30 days advance notice is not possible, such as in the case of medical emergencies or a change in circumstances, verbal and written notice must be given as soon as practical. At the conclusion of your medical need for intermittent leave or a reduced work schedule, you will be promptly returned to your regular position.

PAID FAMILY LEAVE

In 2002, legislation in California extended disability compensation to individuals who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. Benefits are payable for a maximum of 6 weeks during a 12 month period. The program, known as Paid Family Leave (PFL), is administered by the State Employment Development Department’s (EDD) Disability Insurance Branch.

Alternatives in Action’s family leave provisions (described above) will apply to qualifying PFL, compensated through the state program, whether or not Alternatives in Action has 50 employees. As with disability coverage, Alternatives in Action will make up the difference between the compensation an employee receives from PFL and his/her regular wages through sick and vacation accruals until his/her accumulated personal leave pay is used up.

JURY DUTY

Alternatives in Action recognizes you may need to fulfill your civic responsibilities by serving jury duty when required. Regular full-time employees may receive up to two days of paid jury duty leave over any one-year period. Regular part-time employees who have successfully completed their Introductory Period will be provided unpaid time off for jury
duty leave.

Jury duty pay will be calculated on your base pay rate times the number of hours you would otherwise have worked on the day of absence (for regular full-time, non-exempt employees). You will be required to submit evidence of court reimbursement and your wages will be deducted by that amount. Regular full-time exempt employees will be paid according to their regular salary.

If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available vacation or may request an unpaid jury duty leave of absence.

You must show the jury duty summons to your supervisor and Human Resources as soon as possible so arrangements may be made to accommodate your absence. Of course, you are expected to report for work whenever the court schedule permits.

Either you or Alternatives in Action may request an excuse from jury duty if, in Alternatives in Action’s judgment, your absence would create serious operational difficulties.

BEREAVEMENT LEAVE (in a rolling 12 month period)

After receiving supervisory approval, you may take time off due to the death of an immediate family member. Alternatives in Action defines "immediate family" as your current spouse, parent, child or stepchild, sibling, current in-law, grandparent, or grandchild.

Up to three days of paid bereavement leave will be provided. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses.

Any employee may, with the supervisor's approval, use available paid leave for additional time off as necessary.

MILITARY LEAVE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

You will receive partial pay for two week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, you will be paid the difference between your normal base compensation and the pay (excluding expense pay) received
while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, you may use available accrued vacation for the absence. Vacation benefits will continue to accrue and holiday benefits will be paid during a two-week training assignment or shorter military leave of absence. These benefits will stop accruing if the leave is for more than two weeks and will begin accruing when you return to active employment.

If you are required to report for a duty assignment of less than 31 days, you are required to return to work on the first regularly scheduled shift after the first full calendar day following completion of service, plus time for safe transportation back to your residence, plus eight hours.

If you are called for service of more than 30 days but less than 181 days, you must apply for reemployment within 14 days after release in accordance with all applicable state and federal laws.

If you are called for service of more than 180 days, you must apply for reemployment within 90 days after release in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return you to your previous position or a comparable one. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

**ALCOHOL AND DRUG REHABILITATION LEAVE**

Alternatives in Action wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off.

The employee may use any accrued vacation or sick leave while on rehabilitation leave. However, additional vacation benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.
EMPLOYEE CONDUCT & DISCIPLINARY ACTION

STANDARDS OF CONDUCT

To assure orderly operations and provide the best possible work environment, Alternatives in Action expects you to follow rules of conduct that will protect the interests and safety of all employees, our students, vendors, contractors and the organization.

Please use your best professional judgement in this area of misconduct. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that will result in disciplinary action, up to and including immediate termination of employment, and legal prosecution, as appropriate:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping or other company records
- Sexual or other harassment
- Unsatisfactory performance or conduct
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer owned vehicles or equipment
- Fighting or threatening violence in the workplace including provoking or instigating a fight amongst yourself or others
- Fraud or dishonesty
- Negligence or improper conduct leading to damage of employer-owned or customer owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Failure to obtain permission from a supervisor to leave work for any reason during scheduled work hours
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Vandalism of private or company property, spoiling work or wasting materials
- Smoking in prohibited areas
- Failure to observe working schedules, including unpaid lunch periods
- Working overtime without authorization
• Sleeping or malingering on the job
• Recording the work time of another employee or allowing another employee to record your work time, or allowing falsification on any timesheet, paper or electronic, either your own or others

Employment with Alternatives in Action is at the mutual consent of Alternatives in Action and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

OFF-DUTY CONDUCT

Under certain circumstances, if an employee’s personal conduct begins to adversely affect either his or her performance on the job, or begins to make it impossible for him or her to carry out any one or all of his or her job duties while at work, appropriate discipline up to and including termination may be authorized.

Please use your best professional judgment in the area of off-duty conduct. Illegal off-duty conduct, which adversely affects Alternatives in Action’s legitimate business interests or your ability to perform your job will not be tolerated.

Employment with Alternatives in Action is at the mutual consent of Alternatives in Action and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

DRUGS AND ALCOHOL

Alternatives in Action is strongly committed to maintaining a workplace free from the effects of alcohol and drugs. We expect all employees to report for work free from these effects and to be able to fully perform their job duties. The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair an employee’s ability to work safely and efficiently. Alternatives in Action prohibits the use of these substances to the extent that they affect, or have the potential to affect the workplace or our image in the community.

While on Alternatives in Action premises and while conducting business related activities off Alternatives in Action premises, you may not use alcohol, possess, distribute, sell, or be under the influence of alcohol. You may not engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.
The legal use of prescribed drugs is permitted on the job only if it does not impair your ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

If you are taking prescribed drugs which may affect your attentiveness, cause drowsiness, or otherwise impair your abilities please notify your supervisor of this fact so modifications to job duties can be made if appropriate.

If you have a drug or alcohol problem that has not resulted in, and is not the immediate subject of disciplinary action, you may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if you agree to abstain from use of the problem substance, you abide by all Alternatives in Action policies, rules, and prohibitions relating to conduct in the workplace, and if granting the leave will not cause Alternatives in Action any undue hardship.

If you have questions on this policy or issues related to drug or alcohol use in the workplace you may discuss them with the Executive Director without fear of reprisal.

**SEXUAL AND OTHER HARASSMENT**

Alternatives in Action is committed to providing a work environment that is free of discrimination and harassment. Such behavior is illegal as well as inappropriate. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Sexual harassment may involve a variety of unwanted, unwelcome and repeated behaviors such as:

- Sexually suggestive statements or questions;
- Offensive jokes;
- Sexual innuendoes;
- Offensive touching or patting; and/or
- Sexual bribery.

They are considered sexual harassment when:

- Submitting to advances is a term or condition of employment;
- Submitting to or rejecting advances affects employment decisions; and/or
- Such conduct creates an intimidating, hostile or offensive working environment that interferes with job performance.

Any incident of sexual or other harassment should promptly be reported to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that
person, you should immediately contact the Executive Director. You can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible sexual or other harassment should promptly advise the Executive Director, who will conduct an investigation and handle the matter in a timely and confidential manner. Upon completion of the investigation, the complaining employee will be privately advised of management’s findings and the manner in which we intend to resolve the problem. The complaining employee’s input regarding remedial action will be given due consideration.

Alternatives in Action recognizes that the question of whether a particular action or incident is a purely personal, social matter without a discriminatory employment effect requires a factual determination based on all of the circumstances. We also recognize that false accusations of sexual harassment can have serious effects on innocent women and men. Intentionally false allegations may, therefore, result in disciplinary action, up to and including termination.

Anyone engaging in sexual or other harassment will be subject to disciplinary action, up to and including termination of employment.

**HARASSMENT TRAINING**

California law (AB 1825) requires that organizations that regularly employ 50 or more employees or are subdivisions of state or local government are required to provide two hours of sexual harassment training to supervisory employees every two years. AB 1825 has been interpreted to include supervisory personnel at charter schools. To the extent legally required, supervisory employees of Alternatives in Action High School, and other supervisory personnel at the discretion of the Executive Director, will be included in mandatory training. New supervisory employees will be trained within six months of their assumption of a supervisory position, and thereafter, every two years.

The training will be of a high quality, conducted via classroom or other effective interactive training and will include the following topics:

- Information and practical guidance regarding federal and state statutory laws about sexual harassment.
- Information about the correction of sexual harassment and the remedies available to victims of sexual harassment.
- Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.
EMPLOYEE COMPLAINT PROCEDURE

Employees who have any questions or problems are encouraged to bring them to the attention of their immediate supervisor. If an employee is unable to resolve these questions or problems after this discussion, he or she may contact the Director of Operations & Finance or the Executive Director to discuss the questions or problems further. The Director of Operations & Finance will attempt to investigate the employee’s concerns and provide the employee with a response as soon as reasonably possible.

An effort will be made to provide employees an opportunity to raise their questions or problems in confidence and without fear of reprisal or discrimination. Alternatives in Action will make every effort to investigate and settle an employee’s problem on a fair and equitable basis.

DISPUTE RESOLUTION POLICY FOR ALTERNATIVES IN ACTION

The Board of Directors of Alternatives in Action (“AIA”), has reviewed and adopted the following policy to facilitate the resolution of disputes that arise within the AIA community. Disagreement may arise in any community; such differences are an inevitable consequence of human interaction. In a majority of these situations, the problems are resolved by the parties involved. This procedure is designed to assist in the resolution of disagreements in those instances where the parties are unable to settle their differences.

Scope
This policy is intended to address situations or circumstances thought by the aggrieved party or parties to be unjust or injurious. The procedure described here should be used to deal with problems that are essentially interpersonal in nature. Problems that are not interpersonal, such as concerns with policies, practices or organizational infrastructure, are normally referred to the program director, executive director or appropriate board committee.

Purpose
The overall purpose of this procedure is to perpetuate a climate of collegiality, mutual trust, and respect by resolving differences in a timely, objective, and equitable manner.

Responsibility
The AIA Board of Directors is ultimately responsible for the resolution of disagreements and the dispute resolution procedure. However, authority for the process is routinely delegated as described below.
Basic Principle
Disagreements should be resolved at the level closest to the aggrieved parties whenever possible.

Levels of Resolution

Level 1: Direct Resolution
The direct resolution process consists of a meeting or meetings between parties involved, without others in attendance. An attempt at direct resolution is to be made prior to requesting administrative resolution.

Level 2: Supervisor-Facilitated Resolution
The supervisor-facilitated resolution process consists of a meeting between parties involved with a supervisory-level individual also in attendance to assist in facilitating a resolution. An attempt at supervisor-facilitated resolution is to be made prior to requesting mediated resolution.

Level 3: Mediated Resolution
The mediated resolution process consists of a meeting or meetings between the parties involved with a disinterested third party in attendance. A member of the AIA community may serve as mediator with the express approval of all parties involved. In some cases, the mediator may be a trained professional without any direct connection to AIA or its programs. It is expected that the parties involved will seek mediated resolution with the understanding that the mediator’s decision will be final. In those cases in which the matter is not resolved to the satisfaction of the parties involved, a final appeal may be made to the relevant program committee of the AIA Board of Directors through the executive director. An attempt at mediated resolution is to be made prior to requesting formal resolution.

Level 4: Formal Resolution
Formal resolution consists of the submission of the particulars of the matter to the relevant program committee of the AIA Board of Directors, to the full board if the dispute is non-program related or arises with a member of the Executive Director’s office staff, or to a Youth-Adult Taskforce comprised of youth leaders and staff in the case of disputes involving youth. The submission consists of a written narrative by all the parties, including supervisory-level staff and the mediator. If either party feels that a member of the program committee, board or YA Taskforce cannot serve due to a conflict of interest, the member will be excused from participation and an alternate appointed as necessary by the Board president or YA Taskforce Lead Coach. The committee, board, or YA Taskforce will review the written submission and may request interviews with any or all of the parties. The decision of the program committee, board, or YA Taskforce is final and further appeals within the scope of this procedure are not available. The legal rights of the aggrieved parties are not affected by this procedure.
Types of Conflicts
The following types of conflicts may be subject to this procedure:

• Parent conflict with:
  o Another parent
  o A staff member
  o A youth

• Staff member conflict with:
  o Another staff member
  o A parent
  o A youth

• Youth conflict with:
  o Another youth
  o A parent
  o A staff member

PROGRESSIVE DISCIPLINE
Any violation of Alternatives in Action policies or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated without following any formal system of discipline or warnings, Alternatives in Action often exercises its discretion to use a progressive discipline procedure to ensure a fair method of disciplining employees. When followed, the progressive discipline system is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them an opportunity to correct any problems. Normally, progressive discipline involves verbal counseling, and one or more written warning, before an employee is terminated. However, exceptions or deviations from the normal procedure may occur whenever offenses occur or whenever Alternatives in Action deems that circumstances warrant that one or more steps in the process be skipped.

ATTENDANCE AND PUNCTUALITY
The cost of absenteeism and lateness is difficult to estimate, but it goes far beyond the cost of paying for time not worked. For instance, no one can calculate the cost of the burden this puts on others who have to do the absent person's work.

Most people will be late or sick at one time or another. But when short-term absences become more frequent, they might signal personal, medical or job-related problems.

It is your responsibility to notify your supervisor directly as soon as possible in advance of
the anticipated tardiness or absence. You should provide your supervisor with the general reason for your absence, and understand excessive absences or lateness will lead to disciplinary action, up to including termination of employment.

Absence is any time you are scheduled to work and are unable to report. This does not include approved time off, such as jury duty leave, military leave, bereavement leave, holiday, vacation, sick leave or other approved leave of absence.

Tardiness is defined as any time you arrive late for your normally scheduled shift.

Alternatives in Action defines excessive absenteeism as any excused or unexcused unscheduled absence or tardy in excess of 1 incident per month (ex. 2 incidents in one month is considered excessive).

Disciplinary action will result in situations of poor attendance, tardiness, leaving early, or other issues of employees being away from work.

**JOB ABANDONMENT**

If you are absent from work for two days and have not contacted your supervisor directly, you will be considered to have voluntarily resigned.

Job abandonment occurs when an employee has no intention of returning to the job and has not notified the employer of his or her intention to quit. Usually, this scenario is considered a voluntary termination.

**PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Alternatives in Action presents to its clients and the community.

During business hours, you are expected to present a clean and neat appearance and to dress according to the requirements of your position. Consult your supervisor if you have questions regarding what constitutes appropriate attire.

**RETURN OF PROPERTY**

You are responsible for all property, materials, or written information issued to you or in your possession or control. You must return all Alternatives in Action property immediately
upon request or upon termination of employment. Alternatives in Action may also take all action deemed appropriate to recover or protect its property.

All employees with keys to the office must return the key(s) at the time of separation.

SOCIAL MEDIA

Alternatives in Action professionals, staff and volunteers agree to be respectful of Alternatives in Actions organizational participants including but not limited to its youth, employees, volunteers and contractors with all of its policies and in all social media postings, profiles, blogs and other mediums of Internet communications.

All employees are required to represent Alternatives in Action without negative or derogatory views. Violation of this policy can include further disciplinary action up to and including termination.

Here are several general guidelines for all social media conduct:

▪ Employees must familiarize themselves with the employment agreement and policies included in the employee handbook and conduct themselves on social media as such.
▪ This policy applies to all multi-media, social networking websites, blogs and wikis for both professional and personal use.
▪ Internet postings or personal social media sites should not disclose any information that is confidential or proprietary to the organization or to any third party that has disclosed information to the organization.
▪ If an employee comments on any aspect of the organization's business they must clearly identify themselves as an employee and include a disclaimer. The disclaimer should read "the views expressed are mine alone and do not necessarily reflect the views of Alternatives in Action."
▪ Internet postings that are not associated with the promotion of a particular program or event should not include company logos or trademarks unless permission is asked for and granted.
▪ Internet postings must respect copyright, privacy, fair use, financial disclosure, and other applicable laws.
▪ Employees should neither claim nor imply that they are speaking on the company's behalf unless it pertains to the promotion of a particular program, event, or advocacy for the organization as a whole in terms of fundraising, campaigns, etc.
▪ Organization blogs, Facebook pages, Twitter accounts, etc., could in certain instances require approval when the employee is posting about the organization and the industry unless it is for the promotion of a particular program, event or campaign.
▪ The organization reserves the right to request that certain subjects are avoided,
withdraw certain posts, and/or request removal of inappropriate comments.

- Alternatives in Action would like its employees to inform the public via social media of the exceptional work being done within the organization but should do so with the compliance of policies and procedures set forth in the employee personnel manual.
EMPLOYEE ACKNOWLEDGMENT FORM

The Employee Handbook describes important information about Alternatives in Action ("ALTERNATIVES IN ACTION"), and I understand that I should consult my supervisor regarding any questions not answered in this Handbook.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors has the ability to adopt any revisions to policies in this Handbook.

I understand that prompt reporting of all work-related injuries and/or illnesses is a requirement of employment and agree to report such injuries and/or illnesses as required. I also understand that ALTERNATIVES IN ACTION reserves the right to change my work hours, wages, and working conditions at any time based on business necessity.

I have entered into my employment relationship with ALTERNATIVES IN ACTION voluntarily and acknowledge that there is no specified length of employment. In the absence of a bona fide employment contract, I understand my employment is at will and either ALTERNATIVES IN ACTION or I may terminate the relationship, with or without cause, at any time. Furthermore, I acknowledge that this Handbook is not to be considered an employment contract.

I have received this Handbook, and I have read and agree to comply with the policies contained herein and any revisions made to it.

____________________________________  ____________________________
EMPLOYEE’S SIGNATURE                      DATE

____________________________________
PRINT NAME
# School Calendar 2019-2020

**Regular school day schedule:** 8:30am - 3:30pm  
**Minimum day schedule:** 8:30am - 1:15pm

### August

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>29*</td>
<td>30*</td>
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<tr>
<td>5*</td>
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### September

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### October

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### November

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### December

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### January

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### February

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<td>17</td>
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### March

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<thead>
<tr>
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### April

<table>
<thead>
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### May

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<thead>
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<td>25</td>
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</tr>
</tbody>
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* **AI/HS staff PD**

### August

- 7 – Returning Student Family Orientation - Mandatory (6 – 8pm)
- 8 – New Student Family Orientation - Mandatory (6 – 8pm)
- 12 – First Day of School
- 28-29 – All School Overnight Retreat – Mandatory

### September

- 2 – No School (Labor Day)
- 27 – No School (Staff Professional Development)
- 6, 13, 19 – Minimum Days (1:15pm dismissal)

### October

- 11 – Quarter 1 Ends
- 14 – No School (Indigenous People’s Day)
- 24 – Family Portfolio Night (6 – 8pm)
- 4, 11, 18, 25 – Minimum Days (1:15pm dismissal)

### November

- 11 – No School (Veteran’s Day Holiday)
- 25-29 – No School (Thanksgiving Break)
- 1, 8, 15, 22 – Minimum Days (1:15pm dismissal)

### December

- 16-19 Semester 1 Finals
- 20 – Semester 1 Ends
- 23-31 – (No School) Winter Break
- 6, 13, 20 – Minimum Days (1:15pm dismissal)

### January

- 1-3 No School (Winter Break)
- 20 – Martin Luther King, Jr Day (No School)
- 10, 17, 24, 31 – Minimum Days (1:15pm dismissal)

### February

- 17 – No School (President’s Day)
- 7, 14, 21, 28 – Minimum Days (1:15pm dismissal)

### March

- 13 – Quarter 3 Ends
- 19 – Family Portfolio Night (6-8 pm)
- 30-31 – Spring Break (No School)
- 6, 13, 20, 27 – Minimum Days (1:15pm dismissal)

### April

- 1-3 – No School
- 10, 17, 24 – Minimum Days (1:15pm dismissal)

### May

- 11 – Senior Cut Off Day
- 12 – 14 Senior Firewalks
- 18 – 21 Semester 2 Finals
- 25 – No School (Memorial Day)
- 27 – Presentations of Learning
- 28 – AI/HS “Base” Day
- 29 – Semester 2 Ends & Senior Graduation
- 1, 8, 15, 22, 29 – Minimum Days (1:15pm dismissal)
<table>
<thead>
<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
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<tr>
<td>8:30-10:15</td>
<td>Block A</td>
<td>Block B</td>
<td>Block A</td>
<td>Block B</td>
<td>Block A</td>
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<tr>
<td>10:15-10:30</td>
<td>Break</td>
<td>Break</td>
<td>Break</td>
<td>Break</td>
<td>9:10-9:45</td>
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<tr>
<td>10:15-10:30</td>
<td>Break</td>
<td>Break</td>
<td>Break</td>
<td>Break</td>
<td>Block B</td>
</tr>
<tr>
<td>10:35-12:20</td>
<td>Block C</td>
<td>Block D</td>
<td>Block C</td>
<td>Block D</td>
<td>10:30-11:05</td>
</tr>
<tr>
<td>12:55-1:40</td>
<td>Leadership</td>
<td>Block F</td>
<td>Leadership</td>
<td>Block F</td>
<td>12:00-12:35</td>
</tr>
<tr>
<td>1:45-3:30</td>
<td>Block E</td>
<td>SEL</td>
<td>Block E</td>
<td>SEL</td>
<td>12:40-1:15</td>
</tr>
<tr>
<td>3:30-4:30</td>
<td>Academic Hour</td>
<td>Academic Hour</td>
<td>Academic Hour</td>
<td>Academic Hour</td>
<td>Academic Hour</td>
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</table>
MEMORANDUM

To: Board of Directors of Alternatives in Action
From: AIAHS Leadership
Date: June 13, 2019
Re: Resolution to Approve the 2019-20 Local Control Action Plan

Background:
California’s new school funding law, the Local Control Funding Formula (LCFF), is a way for schools to receive funding that allow for a focus on student success. The LCFF requires school districts, county offices of education, and charter schools to develop, adopt, and annually update the LCAP by June 30th of each year. It was the intention of the legislature to ensure that the LCFF funding formula align to address equity and academic achievement for schools serving students with the greatest need specifically:

- Low-income students
- English-Language Learners
- Students in foster care
- Students with disabilities.

The LCAP describes how AIAHS will spend its funds and meet its goals for improving student outcomes according to eight priorities set by the state: Student achievement, student engagement, school climate, basic services, implementation of common core standards, access to courses, parental involvement, and other student outcomes. The LCAP structure provides more local control of school policy and resources and is approved by the Board of Directors of the Local Education Agency (LEA) or in our case the Board of Alternatives in Action.

The Board of Directors are required to hold annually a public hearing to review in detail the LCAP.

Resolution:
Staff leadership are submitting to the Board of Directors summary information of the progress made at Alternatives in Action High School on the 2018-19 Local Control Action Plan (LCAP) and the goals and action plan for the 2019-20 LCAP. We recommend that the Board of Directors approve the 2019-20 Local Control Action Plan.
Local Control Accountability Plan 2018-2019 Summary Report
Overview LCAP 2018-2019
2018-2019 Overview

Accomplishments
• Increase in graduation rate
• Improvement on school-wide writing assessment and SRI
• Successful WASC visit with meaningful action plan
• Improved quality of parent engagement
• Creation of tiered behavior response system
• Increased opportunities for relationship-building
• Staff retention

Challenges
• Math program
• Suspensions
• Academic progress (reading and math)
GOAL 1

Increase student achievement for ALL students to have the skills necessary to be prepared for college and career

<table>
<thead>
<tr>
<th>Key Learnings: Growth in writing outcomes and language usage, but decline in math and students meeting SRI growth goals.</th>
</tr>
</thead>
</table>

| Next Steps: Resourcing intervention work and more data-driven PD around literacy. Build out math department. |
School-wide Writing Assessment

- % of students met growth target of at least .5 pt growth on the rubric in 18-19 compared to 43% prior year
- 17-18 goal was 70% of students meeting growth target
SRI: Percentage of students meeting their annual growth target in 2018-19

Percentage of students reaching expected growth target 2017-18
NWEA MAP Math: % Meeting Fall to Spring Growth Target

- 2011-12 (N=116): 47%
- 2012-13 (N=98): 60%
- 2013-14 (N=64): 77%
- 2014-15 (N=107): 73%
- 2015-16 (N=56): 56%
- 2016-17* (N=32): 45%
- 2017-18 (N=86): 72%
- 2018-19 (N=42): 55%

NWEA MAP Language Usage: % Meeting Fall to Spring Growth Target

- 2011-12 (N=104): 35%
- 2012-13 (N=97): 66%
- 2013-14 (N=69): 58%
- 2014-15 (N=107): 53%
- 2015-16 (N=57): 52%
- 2016-17* (N=43): 55%
- 2017-18 (N=108): 50%
- 2018-19 (N=50): 58%
Goal 2

Develop student leadership and engagement to improve student learning

Key Learnings:
We were able to expand our wrap around services by adding a care manager and part-time counselor.

Next Steps:
• Implement tiered behavior response system
• Provide unconditional education training for RJ coach
• Implement plan for chronic absenteeism
% Students reporting
% Parents reporting

- Feeling the school is safe
  - 75.00%
  - 80.00%
  - 85.00%
  - 90.00%
  - 95.00%
  - 100.00%

- Feeling their student is supported
  - 2017-18
  - 2018-19

Bar chart showing the percentage of parents reporting feeling the school is safe and feeling their student is supported for the years 2017-18 and 2018-19.
Goal 3

AIAHS graduates are prepared to be successful in college and careers, and to be contributing members and leaders in their community

Key Learnings:
Expanding alt grad plan supported growth in grad rate
100% FAFSA/Dream Act completion
100% are enrolled in either community college or 4-year

Next Steps:
Increase internship supports and career readiness
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Number of Graduates</td>
<td>30</td>
<td>32</td>
<td>28</td>
<td>26</td>
<td>22</td>
<td>41</td>
</tr>
<tr>
<td>Accepted to a four-year college</td>
<td>87%</td>
<td>63%</td>
<td>29%</td>
<td>46%</td>
<td>55%</td>
<td>41%</td>
</tr>
<tr>
<td>Enrolled in four-year college</td>
<td>47%</td>
<td>20%</td>
<td>29%</td>
<td>19%</td>
<td>50%</td>
<td>27%</td>
</tr>
<tr>
<td>Enrolled at a community college/trade school</td>
<td>30%</td>
<td>68%</td>
<td>68%</td>
<td>58%</td>
<td>50%</td>
<td>73%</td>
</tr>
<tr>
<td>Working/Parenting after graduation</td>
<td>7%</td>
<td>9%</td>
<td>n/a</td>
<td>20%</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Goal 4

To build capacity for parents to partner with AIAHS in order to strengthen support for student success.

Key Learnings: Workshops based on parent feedback increased parent engagement. Parent Square, phone calls, and home visits supported with improved satisfaction with communication.

Next Steps:
- Continue to improve upon current progress
Parent Survey

% of parents attending at least 1 educational event
% parents satisfied with communication
% parents satisfied with family engagement program

Year Comparison:
- 2017-18
- 2018-19
# Goal 5

Ensure that all students have access to basic services

**Key Learnings:**
Blended learning was not effective for our learners and we need to strategically cultivate a math department and invest in curricular materials.

**Next Steps:**
- Build Math department
- Continue to update curricular materials
- Continue to build a retention plan for qualified staff
- Address discrepancies between student and parent perceptions
2017-2018 Progress

- % Academic coaches appropriately credentialed
- Parents feeling they have adequate technology
- Students feeling they have adequate technology
- Parents reported the school is clean and in good working condition
- Students reported the school is clean and in good working condition

15
## AIAHS & Seminary EDP
### Income Projections

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<thead>
<tr>
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<tr>
<td>LCFF:</td>
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<tr>
<td>Base Grant</td>
<td>$1,583,118.00</td>
<td>$1,539,285.00</td>
<td>($43,833.00)</td>
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<tr>
<td>Grade Span Adjustment</td>
<td>$41,182.00</td>
<td>$40,095.00</td>
<td>($1,087.00)</td>
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<td>Supplemental Grant</td>
<td>$313,750.00</td>
<td>$298,534.00</td>
<td>($15,216.00)</td>
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<tr>
<td>Concentration Grant</td>
<td>$176,480.00</td>
<td>$165,835.00</td>
<td>($10,645.00)</td>
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<tr>
<td><strong>Total LCFF</strong></td>
<td>$2,114,530.00</td>
<td>$2,043,749.00</td>
<td>($70,781.00)</td>
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<tr>
<td>Other State Rev</td>
<td>$309,577.00</td>
<td>$291,487.00</td>
<td>($18,090.00)</td>
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<tr>
<td>Government Grants</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Foundation &amp; Corporate</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,424,107.00</td>
<td>$2,335,236.00</td>
<td>($88,871.00)</td>
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</tbody>
</table>
2019-20 Projected Adjustments

- Projected increase in overall budget based on higher enrollment and 100% funded LCFF target

- Increased investments include:
  - Revised Academic Coach salary guideline to be more competitive
  - Built in 2% COLA across staff
  - Increased cost of Seneca contract
MEMORANDUM

To: Board of Directors of Alternatives in Action

From: Robert Vidana

Date: 6/18/2019

Re: Resolution to Approve the 2019-20 Alternatives in Action High School Budget

Background:

Attached is the proposal of the 2019-2020 Budget for Alternatives in Action High School. This budget does not incorporate the best case scenario assumptions that were typically built into the budgets from previous years and is a more conservative approach towards our assumptions. Should some of the information change as we learn more around enrollment, we will continue to make adjustments to both the income and the expenses.

Resolution:

The Board of Directors resolves to authorize the approval of the 2019-2020 fiscal year budget for Alternatives in Action High School.
<table>
<thead>
<tr>
<th>State &amp; District Income</th>
<th>2019-20 Projected Budget (165 ADA)</th>
<th>Notes</th>
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<tr>
<td>8011 - Local Control Funding Formula (LCFF)</td>
<td>$1,599,749.00</td>
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<td>8012 - Education Protection Act (EPA)</td>
<td>$291,487.00</td>
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<tr>
<td>8096 - In Lieu Property Tax</td>
<td>$444,000.00</td>
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<tr>
<td>8290 - Title I</td>
<td>$57,000.00</td>
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<tr>
<td>8290 - Title II</td>
<td>$3,500.00</td>
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<tr>
<td>8290 - Title III</td>
<td>$9,500.00</td>
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<tr>
<td>8550 - Mandate Block Grant</td>
<td>$7,462.95</td>
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<tr>
<td>8560/8561 - OSR - Lottery</td>
<td>$40,000.00</td>
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<tr>
<td>8590 - Classified Employee Professional Development Block Grant Program</td>
<td>$826.00</td>
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<tr>
<td>8590C - Prop 98 Nutrition Program</td>
<td>$2,500.00</td>
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<tr>
<td>8590D - School Lunch Program</td>
<td>$35,000.00</td>
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<tr>
<td>8590F - SB 740</td>
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<td>ESSA</td>
<td>$126,211.00 2019-20 funding only</td>
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<tr>
<td>StateRevSE - AUSD SpEd</td>
<td>$97,569.45</td>
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<tr>
<td>Total State and District Income</td>
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<table>
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<th>Costs</th>
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<td>3601 Worker's Compensation</td>
<td>$20,000.00</td>
<td>$1,000 for staff year-end celebration</td>
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<tr>
<td>3901 Other benefits (Rewards &amp; Recognition)</td>
<td>$1,500.00</td>
<td>$500 for staff incentives</td>
</tr>
<tr>
<td>4200 Books &amp; Other Reference Materials</td>
<td>$69,000.00</td>
<td>$15,000 for classroom supplies</td>
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<tr>
<td>4300 Supplies</td>
<td>$28,500.00</td>
<td>$1,000 for student awards</td>
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<tr>
<td>4700 Food</td>
<td>$10,000.00</td>
<td>$1,500 for parent program supplies</td>
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<tr>
<td>4700A Food (Restricted)</td>
<td>$43,500.00</td>
<td>$1,500 for job postings</td>
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<td>5201 Staff Development/Conferences/Trainings</td>
<td>$37,000.00</td>
<td>$10,000 for CCSA</td>
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<tr>
<td>5202-5203 Travel / Mileage</td>
<td>$5,000.00</td>
<td>$2,500 for field trip bus rental</td>
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<tr>
<td>5300 Dues &amp; Subscriptions</td>
<td>$0.00</td>
<td>$2,500 for staff reimbursement</td>
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<tr>
<td>5400 Liability / Board Insurance</td>
<td>$21,000.00</td>
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<tr>
<td>5501 Bank Service Charges</td>
<td>$500.00</td>
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<tr>
<td>5502 Fees (incl memberships)</td>
<td>$45,000.00</td>
<td>Includes AUSD fee, NWEA, PowerSchool, CCSA, CSDC, ParentSquare, CTE dues (Ed), and Reach Dues</td>
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<tr>
<td>5507 Misc. (Contingency &amp; Other)</td>
<td>$138,260.27 5% contingency</td>
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<td>5508 Office Supplies</td>
<td>$6,000.00</td>
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<tr>
<td>5509 Postage &amp; Delivery</td>
<td>$1,750.00</td>
<td>$3,500 for admin office</td>
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<td>5510 Printing / Reproduction</td>
<td>$11,000.00</td>
<td>$7,500 for program</td>
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<tr>
<td>5513 Advertising / Recruitment</td>
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<td>$1,500 student recruitment</td>
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<td>5600 Equipment Rental</td>
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<td>$1,500 job postings</td>
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<td>5601 Computer Repairs and Replacements</td>
<td>$1,000.00</td>
<td>$500 enrollment campaign</td>
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<tr>
<td>5602 Facility Repairs / Maintenance</td>
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<tr>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>5602a Capital Commitments</td>
<td>$0.00</td>
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</tr>
<tr>
<td>5603 Janitorial Supplies and Services</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>5605/5608 Utilities &amp; Refuse</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>Refuse, East Bay MUD, PG&amp;E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5606 Rent</td>
<td>$72,000.00</td>
<td></td>
</tr>
<tr>
<td>Events (rental &amp; supplies)</td>
<td>$37,750.00</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>Consulting - Accounting</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>$10,000 for audit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$5,000 for Vicky as-needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consulting - Marketing/PR</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>$3,000 for recruitment video</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$7,000 for website design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consulting - Other Professional Development</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Intern Stipend</td>
<td>$9,000.00</td>
<td></td>
</tr>
<tr>
<td>$450/student for each semester @ 10 students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consulting - Legal</td>
<td>$20,000.00</td>
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<td>Consulting - Fund Development</td>
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<td>Consulting - Program</td>
<td>$91,000.00</td>
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<td>Consulting - Reflection/Staff Development</td>
<td>$320,000.00</td>
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<tr>
<td>Consulting - Special Education (Restricted)</td>
<td>$13,329.30</td>
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<tr>
<td>Consulting - Strategic Initiatives</td>
<td>$2,000.00</td>
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<tr>
<td>Consulting - EdTec</td>
<td>$136,000.00</td>
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<tr>
<td>$115,000 for 2019-20 contract</td>
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<td></td>
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<tr>
<td>$6,000 for data services</td>
<td></td>
<td></td>
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<tr>
<td>$15,000 for additional EdTec services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Email/Web</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>Debt Service (loan principal &amp; interest)</td>
<td>$21,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td>$1,320,589.57</td>
<td></td>
</tr>
<tr>
<td>Payroll Costs</td>
<td>$1,250,070.41</td>
<td></td>
</tr>
<tr>
<td>Wages and Salary</td>
<td>$1,106,257.00</td>
<td></td>
</tr>
<tr>
<td>$580,000 certificated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$526,257 classified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3301/3401 Payroll Taxes</td>
<td>$33,187.71</td>
<td></td>
</tr>
<tr>
<td>3401/3402 Health Insurance</td>
<td>$77,437.99</td>
<td></td>
</tr>
<tr>
<td>3751 Retirement Match</td>
<td>$33,187.71</td>
<td></td>
</tr>
<tr>
<td>3% Match</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Payroll Costs</td>
<td>$1,250,070.41</td>
<td></td>
</tr>
<tr>
<td>Transfers</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>AIAHS Transfer to Admin Office</td>
<td>$75,000.00</td>
<td></td>
</tr>
<tr>
<td>Setaside for Line of Credit</td>
<td>$119,545.42</td>
<td></td>
</tr>
<tr>
<td>Total Transfer Costs</td>
<td>$194,545.42</td>
<td></td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$2,765,205.40</td>
<td></td>
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<tr>
<td>Remaining Balance</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
Human Resources Proposal
Alternatives in Action
Jill Pappenheimer
June 3, 2019
Introduction

Today’s dynamic organizations are challenged with ever-changing compliance requirements and an increased need for accountability. For over 12 years BPM’s Options4Growth has been working with organizations of all sizes to transform the HR function into a strategic asset, combined with unique growth advising focused on execution of organizational strategy. Our flexible solutions allow you to engage with Options4Growth as an on-demand knowledge portal, as well as a trusted advisor supporting your team.

Human Resources Proposal

The following is a proposal outlining the services, pricing, terms and conditions associated with supporting the needs of Alternatives in Action.

Robert and Phung, thank you for taking the time to discuss the needs and wants of the Alternatives in Action. We look at this engagement as a partnership, which together, we can make substantial impact, for the school, teachers, counselors and administrators. Below are our recommendations for next steps.

Comprehensive HR Functionality

Initially, we will support the school in preparing for the onboarding and preparation for the start of the school year. We will respond to immediate needs (high compliance risk), ensure the day-to-day HR function is managed with a best possible approach, and establish rapport with the team by being onsite on regular intervals. We will assess and streamline processes and move to electronic capability whenever possible. We will always be sensitive to your budget, culture and cadence.

The following will be evaluated and serviced for functionality, efficiency and best in class:

Initial Infrastructure and Compliance

- Compliance with state and federal regulations
  - Employee files
  - I9’s
  - FLSA classification (exempt/nonexempt status)
  - New hire and termination packets
  - Leave of Absences
  - Compensation practices
- Human Resource Information System (HRIS) development, support and process streamlining for:
  - Salary, title and department assigned and changes recorded
  - Time-off tracked and reported
  - Onboarding of new hires
  - Offboarding of terms
  - Payroll integration (work with EdTec)
  - Benefits administration

Ongoing HR Support

- Review and/or enhance/develop
  - Comprehensive onboarding, discipline and term process
  - Policies and practices
- Benefits Administration (will utilize and promote broker relationship and services)
- Clarification and communication of roles and responsibilities and align to organizational strategy
  - Assess titles and organizational structure
  - Align to growth plan
- Support and respond to employee inquiries and concerns, promote manager communication
- Develop total compensation strategy and practices
- Supervisor/manager coaching, development and support
- Succession Planning
- Employee and management training of HR basics and/or other related topics
  - Topics to include:
    - Coaching, Managing, and Mentoring
    - Performance & Accountability
    - Diversity and Inclusion
    - Building a Cohesive Team
    - Sexual Harassment Awareness
      - Management Training: 2-hour module
      - Employee Training: 1-hour module
Strengths Finder

- Implement Safety program and Injury & Illness Prevention Program (IIPP)
- Employee Handbook development and updates
- Develop Performance Management process and align to organizational strategy
  - Implement Insights® feedback and alignment system, if desired
- Enhance workplace culture
- Support of "other" HR related matters

BPM's Options4Growth will provide a dedicated HR Consultant, to handle services described above. Communication is key, the Consultant will send out a status update every Friday, summarizing completed work that week, as well as what is outstanding.

Additional Services

Recruiting
During our HR engagement, we will get to know you and your culture, creating a unique opportunity to ensure the "right fit" with staffing efforts. Options4Growth can provide resources to handle your recruiting needs including refinement of job description, advertising positions, screening, interviewing applicants, and conducting reference and background checks; all resulting in presenting top candidates to Alternatives in Action.

Insights® – Strategic Performance Management Software Platform
BPM's Options4Growth focuses on helping companies realize their vision, through well designed growth strategies that harness the untapped power of people so that scaling their business is well-planned and sustainable.

Insights, is a strategic performance management system that creates a direct link between the strategy of the organization and key initiatives, team priorities, employee goals and cultural values. The system guides conversations between managers and employees that encompass achievement against goals, contribution to team projects and display of core behaviors.

Use of the Insights system is based on an annual user subscription fee. In addition to the software, we offer a variety of services to ensure successful adoption, including coaching and implementation support.
Deliverables
BPM’s Options4Growth will work with Client to determine mutually agreed upon deliverables and timelines for activities listed.

Independent Contractor & Scope of Qualifications
During this engagement, BPM’s Options4Growth, will serve as an independent contractor and will maintain an independent office and, with coordination from Client hours and scheduling of BPM’s Options4Growth’s, choosing.

Investment, Invoicing & Timing

<table>
<thead>
<tr>
<th>Human Resources Outsourcing</th>
</tr>
</thead>
<tbody>
<tr>
<td>HR Consulting – Tactical and Strategic Blended Rate (Director Level)</td>
</tr>
<tr>
<td>21+ hours a week</td>
</tr>
<tr>
<td>11 – 20 hours a week</td>
</tr>
<tr>
<td>0 – 10 hours a week</td>
</tr>
</tbody>
</table>

• Rate above, based on average usage at time of invoicing. Travel time for onsite visits is additional.

<table>
<thead>
<tr>
<th>Onsite Training, Customization &amp; Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Person Training</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Training Customization</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recruiting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee per placement – 18% of new hires first year annual salary.</td>
</tr>
</tbody>
</table>

Invoices
All fees are invoiced monthly and due upon 15 days of receipt of invoice.

Expenses
As needed and approved in advance, BPM’s Options4Growth will incur and bill for out-of-pocket expenses at cost. Out-of-pocket expenses are payable when invoiced, either when they exceed $100, or at Options4Growth election.
CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “Agreement”) is entered into by and between Alternatives in Action ("Client") and Options4Growth – A BPM Company (“Consultant”) on June 3, 2019 (the “Effective Date”).

1. ENGAGEMENT OF CONSULTANT

Client engages Consultant to provide the services described in the attached Exhibit A and Consultant agrees to provide such services, on the terms and conditions set forth in this Agreement.

Consultant provides a range of business services. Client acknowledges that while Consultant’s advice and recommendations may have legal implications, Consultant is not licensed to practice law, and therefore does not provide legal advice or any services that require such license. Client agrees to seek advice or consult with own attorney and discuss with them questions and concerns that involve legal issues.

While Consultant undertakes its best efforts to source and screen potential candidates for Recruiting Services, Consultant provides no warranties or representations as to the accuracy of the information presented by candidates or other third parties and shall have no liability for any misrepresentations made by any such persons.

2. FEES AND PAYMENT

(a) Consulting Fees for Services. As compensation for the services to be provided by Consultant under this Agreement, Client shall pay Consultant an hourly rate, retainer, project or search fee, as set forth in the attached Exhibit A for services rendered.

a. Recruiting Search Replacement Guarantee. All Direct Placement Fees are unconditionally guaranteed for 30 (thirty) calendar days. In the event the Candidate resigns or is terminated for cause during the first 30 (thirty) days of employment, Options4Growth – A BPM Company will replace the position at no additional charge. The replacement guarantee will not be enforced when the Candidate is laid off due to a downturn in business, closure of business, company takeover, insufficient work, or if the Candidate’s termination or resignation is based on reasons that would give rise to a cognizable claim for discrimination, unlawful retaliatory practice or constructive discharge. The replacement guarantee is contingent upon receipt of placement fees. This shall be the sole and exclusive remedy for Client’s dissatisfaction with any candidate or services provided by Consultant.

b. Recruiting Position Fee and Profile Change. The fee for the search will be based on a projected first year’s annual salary. This fee will be billed in two (2) increments: 1/2 of the estimated search fee is earned and invoiced upon the signing of this agreement as a retainer. 1/2 of the estimated search fee is earned and invoiced once the search is completed. Once the search is completed, if the chosen candidate’s offer is greater than the candidates projected first year’s annual salary, an additional fee will be earned and invoiced reflecting the difference. The search is considered completed when the position is filled.

c. Recruiting Position Change. To the extent an amendment or modification of the Position Profile/Job Description is deemed necessary, after Consultant has begun work, Consultant reserves the right to impose a non-refundable change fee of $500 which will be invoiced after Client initiates a request to amend or modify the nature or scope of the position previously accepted and worked on.

(b) Expenses. Client shall reimburse Consultant for reimbursable materials. Posting expenses will be the responsibility of the client, and will be expensed at time of invoicing. Any posting fee’s beyond $500.00 per post will be approved in advance of purchase.

(c) Invoices and Payment. Our billings are due and payable upon receipt and will be considered past due after 30 days. We will assess a finance charge on any balances that are more than 60 days past due at the rate of 12% per annum (1% per month). If the Company fails to meet any payment obligation under this Engagement Letter, BPM may immediately suspend performance of the Services to be performed or terminate this Engagement Letter. If we elect to suspend performance due to nonpayment, the Services will not be resumed until your account is paid as agreed, including any retainer that we may require to continue the Services under this arrangement. Alternatively, if we elect to terminate the Engagement Letter due to nonpayment, you will be obligated to compensate us for all time and expenses incurred through the date of such termination.

3. TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and shall continue until terminated by either party, with or without cause, by the delivery to the other party with a 30-day written notice of termination. Upon the delivery of such 30-day termination notice, Consultant shall cease providing the specified services. Client shall pay Consultant for services rendered and authorized expenses incurred up to the date of delivery of such termination date.

4. CONFIDENTIALITY

bpmcpa.com
The parties acknowledge that BPM, in performing services hereunder, may acquire certain confidential information relating to the Company. BPM agrees to refrain, during and after the expiration or termination of this Agreement with or without cause, from divulging or disclosing any matters relating to the Company’s business or research or such activities that may become known to us by reason of this Agreement or otherwise except as may be necessary to carry out the duties of this Agreement or as may be required by law. BPM shall treat the existence, terms, and subject matter of this letter as confidential information pursuant hereto. BPM further agrees to prevent its agents and employees from divulging or disclosing any such matters. BPM acknowledges and agrees that the existing or future services, products, operations, management, business, financial status, goals, strategies, and objectives of the Company are confidential in nature, except to the extent that such information is generally available or known to the public, in each case, other than by disclosure of such information by BPM. BPM shall not publish or otherwise disclose any confidential information learned as a result of this engagement without the Company’s prior written approval.

5. PROPRIETARY INFORMATION
You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

6. OTHER LIMITATIONS
BPM’s liability for all claims, damages, and costs arising from this engagement is limited to the total amount of fees paid by you to BPM for services rendered under this agreement. Notwithstanding anything to the contrary in this Agreement, BPM shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature.

You agree to indemnify, defend, and hold harmless BPM and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of BPM.

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against BPM.

7. NON-SOLICITATION
Client acknowledges that Consultant’s recruitment, training, and employment of its employees is a costly and time-consuming endeavor. If Client either directly or indirectly solicits, recruits, or employs any of Consultant’s employees who have actually performed work for Client (“Client’s Assigned Report”) within six (6) months from termination of this Agreement, then Client will pay Consultant a reasonable recruiting fee (“Recruiting Fee”). The Recruiting Fee will be calculated at 50% of the annual compensation Client paid for Client’s new employee engagement. Client agrees that this Recruiting Fee is reasonably calculated as it accurately reflects the reasonable value of Consultant’s time and costs. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Consultant would incur to identify, recruit, hire and train suitable replacements for such personnel.

8. WAIVER
No failure or successive failures on the part of either party, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by the other party hereto, its successors or assigns.

9. ELECTRONIC SIGNATURES, NOTICES AND COUNTERPARTS
Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.
Any notice required or permitted by this Agreement shall be in writing and shall be delivered, as follows with notice deemed given as indicated: (i) by personal delivery; (ii) by overnight courier upon written verification of receipt; (iii) by email, telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other addresses as either party may specify in writing.

Notice to Client:
Company: Alternatives in Action
Attn: Phung Lai
Address:

Notice to Consultant:
Options4Growth, A BPM Company
Attn: Jill Pappenheimer
2001 N. Main Street, #360
Walnut Creek, CA 94596

Billing Name and Email:
(925) 296-1058

10. ENTIRE AGREEMENT
This Agreement, together with its Exhibits, constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. If any part of this Agreement shall be deemed unlawful or unenforceable by a court of law, all other provisions shall remain in full force and effect. This Agreement will inure to the benefit of and be binding upon and enforceable against the parties and their successors, assigns, executors and heirs.

11. INDEPENDENT CONTRACTORS
When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of BPM, and no partner, principal, employee or agent of BPM shall be subjected to any personal liability whatsoever to you or any person or entity.

12. DISPUTE RESOLUTION
If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Professional Accounting and Related Services Dispute Resolution Rules before resorting to litigation, arbitration, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The costs of any mediation proceeding shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party. The mediation will be treated as a settlement discussion and, therefore, all conversations during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Disputes are governed by California law and any mediation, arbitration or litigation will be held in California.

Company and BPM both agree that any dispute solely over fees charged by BPM to the Company will be submitted for resolution by arbitration to Judicial Arbitration and Mediation Service (JAMS) in accordance with the Code of Civil Procedure §1280 to 1294. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by BPM, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

13. GOVERNING LAW; ATTORNEY’S FEES
This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California. If any legal action or any arbitration or other proceeding rises from a Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorney’s fees and other costs incurred in any such Dispute, in addition to any other relief to which it or they may be entitled.

Client’s Name
Print Name: Options4Growth – A BPM Company
By: Jill Pappenheimer
Signature: 
Title: Partner 
Date: June 3, 2019

Attached: EXHIBIT A – Services and Project Fee Schedule
EXHIBIT A

Services and Project Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Outsourcing</td>
<td>Director level tactical and strategic support</td>
<td>21+ hrs/week @ $160/hour, 11 – 20 hrs/week @ $165/hour, 0 – 10 hrs/week @ $175/hour (plus travel time for onsite visits)</td>
</tr>
<tr>
<td>Training Programs</td>
<td>Onsite Training Modules:</td>
<td>2 - hour modules @ $1,495, 1 - hour module @ $875, Training Customization @ $185/hour</td>
</tr>
<tr>
<td>Recruiting Services</td>
<td>Source, screen and present top talent</td>
<td>18% of first year’s annual salary (50% payment required prior to initiation of search, remaining 50% at execution of candidate offer)</td>
</tr>
</tbody>
</table>

Initials ____________, representative of Alternatives in Action

E-mail: jpappenheimer@bpmcpa.com
### SENeca Site Based Staffing

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
<th>Annual Salary</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>General Ed</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>TOTAL FTE</th>
<th>Total Expense</th>
<th>Seneca Contract</th>
<th>Cost to School</th>
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</thead>
<tbody>
<tr>
<td>&quot;Unsyed&quot;</td>
<td>special education intern and cultural-climate observer</td>
<td>$76,452</td>
<td>1.00</td>
<td>$76,452</td>
<td>-</td>
<td>0.00</td>
<td>$76,452</td>
<td>-</td>
<td>0.00</td>
<td>$76,452</td>
<td>$76,452</td>
<td>$76,452</td>
<td>$76,452</td>
<td>$76,452</td>
<td>$76,452</td>
</tr>
<tr>
<td>&quot;Teaching Associate&quot;</td>
<td>classroom teacher, plans and leads academic interventions</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>&quot;Clinical Intervention Specialist&quot;</td>
<td>provides intensive counseling services, case management, teacher consultation, MDT or MIF</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>&quot;Clinical Intern&quot;</td>
<td>completing clinical internship as part of a university program</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>&quot;Psychologist&quot;</td>
<td>completes educational assessments, co-creates Amalga</td>
<td>$81,500</td>
<td>0.20</td>
<td>$16,300</td>
<td>0.30</td>
<td>$24,450</td>
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<td>-</td>
</tr>
<tr>
<td>&quot;Speech-Language Pathologist&quot;</td>
<td>provides SLP or Tier 2 services, consults with teachers</td>
<td>$0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>&quot;Occupational Therapist&quot;</td>
<td>provides SPD or Tier 2 services, consults with teachers</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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<td>0.00</td>
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</tr>
<tr>
<td>&quot;Behavior Support Specialist&quot;</td>
<td>oversees development and implementation of behavior interventions, leads Collaborative program</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
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</tr>
<tr>
<td>&quot;Student Support Assistant&quot;</td>
<td>implements academic and/or behavioral support services</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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<td>0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

Total Salaries: $91,752 - $24,450 = $67,282
Benefits @ 26%: $24,115 - $6,357 = $17,758

Total: $118,867 - $30,807 = $88,059

### SENeca Coaching and Supervision Staffing

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
<th>Staff</th>
<th>Annual Salary</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>General Ed</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>TOTAL FTE</th>
<th>Total Expense</th>
<th>Seneca Contract</th>
<th>Cost to School</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Director of School Partnerships&quot;</td>
<td>oversees total program, responsible for pre-Cella</td>
<td>$121,427</td>
<td>0.10</td>
<td>$12,127</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.10</td>
<td>$12,127</td>
<td>0.20</td>
<td>$24,249</td>
<td>$24,249</td>
<td>$24,249</td>
<td>$24,249</td>
<td>$24,249</td>
<td>$24,249</td>
<td>$24,249</td>
</tr>
<tr>
<td>&quot;Special Education Supervisor&quot;</td>
<td>provides supervision and coaching of Teams Cellars</td>
<td>$121,427</td>
<td>0.12</td>
<td>$14,550</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.12</td>
<td>$14,550</td>
<td>0.24</td>
<td>$29,049</td>
<td>$29,049</td>
<td>$29,049</td>
<td>$29,049</td>
<td>$29,049</td>
<td>$29,049</td>
<td>$29,049</td>
</tr>
<tr>
<td>&quot;Behavioral Interventions Supervisor&quot;</td>
<td>supervises interns, provides consultation and behavior planning and teaching teacher on classroom teams</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>-</td>
<td></td>
</tr>
<tr>
<td>&quot;Clinical Supervisor&quot;</td>
<td>oversees clinical internship</td>
<td>$96,861</td>
<td>0.15</td>
<td>$14,520</td>
<td>0.03</td>
<td>$2,806</td>
<td>0.18</td>
<td>$3,612</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.30</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>&quot;Bilingual Program Assistant&quot;</td>
<td>monitors dual-language, completes monthly</td>
<td>$48,094</td>
<td>0.15</td>
<td>$7,207</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.15</td>
<td>$7,207</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.30</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>&quot;Clinical Case Assistant&quot;</td>
<td>monitors and documentation and pays Claudia</td>
<td>$47,886</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.03</td>
<td>$1,431</td>
<td>0.03</td>
<td>$1,431</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>0.15</td>
<td>$4,545</td>
<td>$4,545</td>
<td>$4,545</td>
</tr>
</tbody>
</table>

Total Salaries: $33,881 - $4,322 = $29,559
Benefits @ 8%: $10,131 - $2,302 = $7,829

Total: $53,582 - $6,346 = $47,236

### PERSONNEL (sub-contracted services)

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
<th>Annual Expense</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>General Ed</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>TOTAL FTE</th>
<th>Total Expense</th>
<th>Seneca Contract</th>
<th>Cost to School</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Translation and Interpretation&quot;</td>
<td>Provides interpretation services in the preferred language of the client</td>
<td>$8,000</td>
<td>0.00</td>
<td>$8,000</td>
<td>-</td>
<td>0.00</td>
<td>$8,000</td>
<td>-</td>
<td>0.00</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>&quot;Special &amp; Language Pathologist&quot;</td>
<td>provides interpretation and translation services</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
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<td>0.00</td>
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<td>-</td>
</tr>
<tr>
<td>&quot;Special &amp; Language Pathologist&quot;</td>
<td>provides interpretation and translation services</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td>-</td>
<td>0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

Total: $8,000 - $0.00 = $8,000

PERSONNEL TOTAL: $180,322 - $39,153 = $141,169

### OPERATIONS

<table>
<thead>
<tr>
<th>Expense</th>
<th>Description</th>
<th>per FTE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>General Ed</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
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<th>Total Expense</th>
<th>Seneca Contract</th>
<th>Cost to School</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Site Staff Operations&quot;</td>
<td>provides operations support</td>
<td>$6,000</td>
<td>1.00</td>
<td>$6,000</td>
<td>0.30</td>
<td>$1,800</td>
<td>0.00</td>
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<td>0.00</td>
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<td>$0.00</td>
<td>0.00</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>&quot;Leadership Operations&quot;</td>
<td>provides leadership support</td>
<td>$6,550</td>
<td>0.51</td>
<td>$3,308</td>
<td>0.09</td>
<td>$594</td>
<td>0.11</td>
<td>$748</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
</tr>
</tbody>
</table>

Operations TOTAL: $10,550 - $3,694 = $6,856

### TOTAL DIRECT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Expense</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>General Ed</th>
<th>FTE</th>
<th>EXPENSE</th>
<th>FTE</th>
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<th>Total Expense</th>
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</tr>
</thead>
<tbody>
<tr>
<td>&quot;Broad agency functions including VHF, Development, Adult Learning, Facility&quot;</td>
<td>$216,094</td>
<td>0.43</td>
<td>$95,470</td>
<td>0.30</td>
<td>$43,500</td>
<td>0.11</td>
<td>$13,430</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
<td>$4,642</td>
<td>0.07</td>
</tr>
</tbody>
</table>

Total: $216,094 - $95,470 = $120,624

10% Contingency: $28,525

Maximum Comprehensive Budget: $313,772

Projected Salaries cost (26%): $5,513

Check: $285,247 - $285,247 = $285,247

2.22.19

Unconditional Education Partnership
Seneca Family of Agencies