

Regular Scheduled Board Meeting Lake View Charter School June 17, 2020 – 5:00 pm 285 E 5th Street Chico CA 95926

Through Teleconference Join Zoom Meeting <u>https://zoom.us/j/3158960707</u>

Meeting ID: 315 896 0707

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AGENDA

- 1. Call to Order
- 2. Approval of the Agenda
- 3. Public Comments
- 4. Executive Director's Report
- 5. Discussion and Potential Action on the May Board Meeting Minutes
- 6. Discussion and Potential Action on the May Financials
- 7. Discussion and Potential Action on the 2020 2021 Budget
- Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report)
- 9. Discussion and Potential Action on the CharterSAFE Renewals
- 10. Discussion and Potential Action on the Inspire Charter Services Service Agreement
- 11. Discussion and Potential Action on the Compensation Policy
- 12. Discussion and Potential Action on the Educational Vendor Policies and Procedures
- 13. Discussion and Potential Action on the Field Trip Policy
- 14. Discussion and Potential Action on the Teacher Certification Policy
- 15. Discussion and Potential Action on the Public Random Drawing/Lottery Policy
- 16. Discussion and Potential Action on the Comprehensive School Safety Plan



- 17. Discussion and Potential Action on the Extended TK Planning Amount Depreciation Chart
- 18. Discussion and Potential Action on the Vendor Agreement
- 19. Discussion and Potential Action on the Classified Calendar
- 20. Discussion and Potential Action on the Nomination and Appointment of Board Members
- 21. Discussion and Potential Action on the Bylaws
- 22. Discussion and Potential Action on Affirming of Board Members and their New Terms
- 23. Discussion and Potential Action on the Election of Officers
- 24. Discussion and Potential Action on the Board Meeting Calendar
- 25. Discussion and Potential Action on the Board Resolution Stipend Expense for Travel, Internet and Phone
- 26. Closed Session:
 - a. Public Employee Performance Evaluation: Executive Director § 54956.7
 - b. Conference with Legal Counsel Anticipated Litigation (One Case) § 54956.9
- 27. Discussion and Potential Action on the Executive Director Contract, Salary, and Fringe Benefits
- 28. Announcement of Next Regular Scheduled Board Meeting
- 29. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Lake View Charter School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



Regular Scheduled Board Meeting - Lake View Charter School May 20, 2020 - 5:00 pm285 E 5th Street, Chico CA 95926

Attendance: Lindsay Mower, Billie Adkins - Teleconference Absent: None Also Present: Julie Haycock, Kathy Fagundo - Teleconference

Call to Order:

Lindsay Mower called the meeting to order at 5:01 pm.

Approval of the Agenda:

Lindsay Mower motioned to approve the agenda. Billie Adkins seconded. -Unanimous.

Public Comments

None.

Executive Director's Report

The Board received a report on:

- School Closure Due to Covid-19 Updates
- 2020-2021 Enrollment Updates
- Student Achievement
- Board of Directors Vacancies
- WASC Accreditation

Discussion and Potential Action on the January Special Board Meeting Minutes and April Board Meeting Minutes:

Lindsay Mower motioned to approve the January Special Board Meeting Minutes and April Board Meeting Minutes. Billie Adkins seconded. -Unanimous.

The Board moved to Item #7

Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report):

The Board provided feedback on the Covid -19 Plan. Lindsay Mower motioned to approve the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report) for final approval of the June Board Meeting. Billie Adkins seconded.



-Unanimous.

The Board returned to Item #6

Discussion and Potential Action on the April Financials:

Lindsay Mower motioned to approve the April Financials. Billie Adkins seconded. -Unanimous.

Discussion and Potential Action on the Confirmation of Retention of Counsel – Engagement Letter:

Lindsay Mower motioned to approve the Confirmation of Retention of Counsel – Engagement Letter. Billie Adkins seconded. -Unanimous.

Discussion and Potential Action on the Salary Schedules:

Lindsay Mower motioned to approve the Salary Schedules. Billie Adkins seconded. -Unanimous.

Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy:

Lindsay Mower motioned to approve the Kindergarten and Transitional Kindergarten Policy. Billie Adkins seconded. -Unanimous.

Discussion and Potential Action on the Suicide Prevention Policy:

Lindsay Mower motioned to approve the Suicide Prevention Policy. Billie Adkins seconded. -Unanimous.

Discussion and Potential Action on the Suspension and Expulsion Policy:

Lindsay Mower motioned to approve the Suspension and Expulsion Policy. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the Vendor Agreements:

Lindsay Mower motioned to table this item. Billie Adkins seconded. -Unanimous.

Announcement of Next Regular Scheduled Board Meeting:

June 17, 2020 at 5:00 pm.



Adjournment:

Lindsay Mower motioned to adjourn the meeting at 5:55 pm. Billie Adkins seconded. -Unanimous.

Prepared by: Bryanna Brossman

Noted by:

Board Secretary



Special Board Meeting - Lake View Charter School May 20, 2020 - 6:00 pm285 E 5th Street, Chico CA 95926

Attendance: Lindsay Mower, Billie Adkins - Teleconference Absent: None Also Present: Julie Haycock, Kathy Fagundo - Teleconference

Call to Order:

Lindsay Mower called the meeting to order at 5:56 pm.

Approval of the Agenda:

Lindsay Mower motioned to approve the agenda. Billie Adkins seconded. -Unanimous.

Public Comments:

None.

Closed Session - Conference re Real Property Negotiations. Gov't Code. Sect. 54956.9. Potential Lease re 4750 Grove Street, Rocklin, California 95765:

Lindsay Mower motioned to enter closed session at 6:01 pm. Billie Adkins seconded. -Unanimous. Lindsay Mower motioned to exit closed session at 6:02 pm. Billie Adkins seconded. -Unanimous.

No action taken.

Discussion and Potential Action on the Enrollment Growth Projections:

Lindsay Mower motioned to approve the Enrollment Growth Projections. Billie Adkins seconded.

-Unanimous.

Adjournment:

Lindsay Mower motioned to adjourn the meeting at 6:04 pm. Billie Adkins seconded. -Unanimous.

Prepared by: Bryanna Brossman

Noted by:

Board Secretary



Monthly Financial Presentation – May 2020

LAKE VIEW - Highlights



- No change in annual revenue projections.
- No expense projections decreased by \$9k.
- Annual surplus forecasted at \$239k. (Prior month: \$230k)
- SB740 requirements:
- o 40/80 Expense ratio- Compliant
- Max (25:1) Pupil:Teacher ratio <u>Compliant</u>

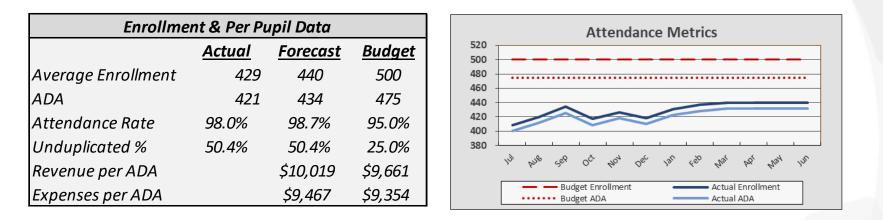
Cert.	Instr.
40%	84.5%
41,733	204,477

Pupil:Teac	her Ratio	
21.71	:1	





LAKE VIEW - Enrollment



No change in ADA projections- P2 ADA



LAKE VIEW - Revenue



- Revenue projections remain the same from prior month.
- Annual (-) variance due to budget v. actual ADA.

	Year-to-Date						A	nn	ual/Full Ye	ar						
	Actual		Actual Budg		Fav/(Unf)		Fav/(Unf)		Fav/(Unf)			Forecast		Budget	F	av/(Unf)
Revenue																
State Aid-Rev Limit	\$	2,911,382	\$	3,483,064	\$	(571 <i>,</i> 682)	\$	3,986,236	\$	4,189,725	\$	(203,490)				
Federal Revenue		-		51,777		(51,777)		51,676		56,525		(4,849)				
Other State Revenue		-		225,382		(225 <i>,</i> 382)		312,723		342,950		(30,227)				
Other Local Revenue		-	_	-		-		-		-		-				
Total Revenue	<u>\$</u>	2,911,382	<u>\$</u>	3,760,223	<u>\$</u>	(848,841)	<u>\$</u>	4,350,635	<u>\$</u>	4,589,200	<u>\$</u>	(238,566)				



LAKE VIEW - Expenses



- Expense projections decreased by \$9k.
- No material change from prior month.

		Year-to-Date			A	nnual/Full Ye	ar
	Actual	Budget	Budget Fav/(Unf)		Forecast	Budget	Fav/(Unf)
Expenses							
Certificated Salaries	\$ 1,209,737	\$ 1,369,592	\$ 159,855		\$ 1,315,887	\$ 1,494,100	\$ 178,213
Classified Salaries	34,099	342,386	308,287		38,330	375,000	336,670
Benefits	313,952	562,999	249,047		350,497	613,674	263,177
Books and Supplies	434,020	566,735	132,716		500,262	637,664	137,402
Subagreement Services	982,922	661,783	(321,139)		1,361,630	754,300	(607,330)
Operations	23,034	54,613	31,579		27,045	58,978	31,932
Facilities	4,180	34,489	30,309		4,180	37,625	33,445
Professional Services	218,791	353,237	134,446		402,529	410,913	8,384
Depreciation	-	-	-		-	-	-
Interest	98,986	60,912	(38,074)		110,608	60,912	(49,696)
Total Expenses	<u>\$ 3,319,721</u>	<u>\$ 4,006,746</u>	<u>\$ 687,025</u>		<u>\$ 4,110,968</u>	\$ 4,443,165	<u>\$ 332,198</u>



LAKE VIEW - Fund Balance



- Annual surplus projected at \$239k. (Exceeds budget)
- Reserve for economic uncertainty above target.

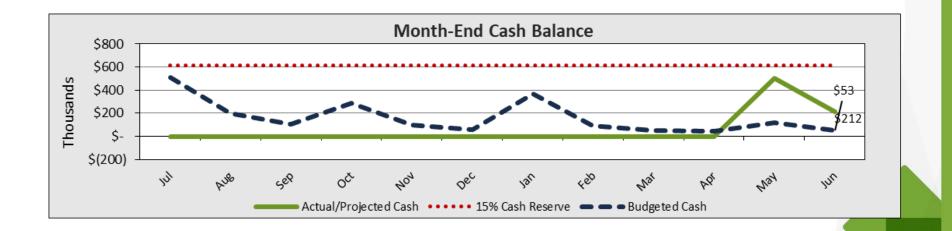
		Year-to-Date		A	nnual/Full Ye	ar
	Actual	Actual Budget		Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (408,339)	\$ (246,523)	\$ (161,816)	\$ 239,667	\$ 146,035	\$ 93,632
Beginning Fund Balance						
Ending Fund Balance	<u>\$ (408,339)</u>	<u>\$ (246,523)</u>		<u>\$ 239,667</u>	<u>\$ 146,035</u>	
As a % of Annual Expenses	-9.9%	-5.5%		5.8%	3.3%	



LAKE VIEW - Cash Balance



Positive cash balance expected through factoring of receivables.





LAKE VIEW - Compliance Reporting

Due Date	Description	Completed By
	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation	
	(salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board	
	conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of	
	the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The	
	documentation should demonstrate that the board took the comparable data into consideration when it approved the	
Jun-01	compensation.	Client
	Submit Charter Schools Annual Information Survey - The Charter Schools Annual Information Survey has 5 sections: location and	
	school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services	
	information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be	
	either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local	
	chartering authority whereas funds for a direct funded charter school may flow directly to the county treasurer and then to the	
	charter school. However, the funding type decision may impact the amount of other state and federal funds that a charter school	
Jun-15	receives, outside the LCFF. This decision may be reconsidered on an annual basis.	Charter Impact
	Certification of the 2019-20 Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control	
	Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for	
	several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that	
	LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the	
Jun-25	fiscal year ending in June.	Charter Impact
	Local Control and Accountability Plan and COVID-19 Operations Written Report	
	2020–21 LCAP Changes in Response to COVID-19 - Executive Order N-56-20 extended the deadline for adoption of the 2020–21 LCAP	
	from July 1, 2020, to December 15, 2020.	
	Executive Order N-56-20 requires that all LEAs complete a written report to explain the changes to program offerings that the LEA	
	has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and	
	families, and a description of how the LEA is meeting the needs of its unduplicated students.	
	The California Department of Education (CDE) is currently developing a COVID-19 Written Report form that may be used for this	
	purpose.	
		Client with Charter
Jun-30	The COVID-19 Operations Written Report must be adopted with the LEA's budget which is due on or before July 1. 2020.	Impact support
	Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by	
	the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial	
	health to sustain operations.	
	The budget must be presented at the same public meeting as the COVID-19 Operations Report, following the budget hearing.	
Jun-30	COVID-19 Operations Report and budget adoption must be at least 1 day after the public hearing.	Charter Impact



LAKE VIEW - Compliance Reporting Cont.

	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	Client with Charter
Jun-30	adays without instal penalty. Kindergalten ood hours, draues 1-3 offontours, draues 4-6 500 hours, draues 5-12 1000 hours	Impact support
	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement	
	policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools.	
	Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities.	
	Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the	
	Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	
Jun-30		Client
	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key	
	provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required	
	designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	
Jun-30		Client
	Annual review of status of Statement of Information (Form SI-100) - Every California nonprofit must file a Statement of Information	
	with the California Secretary of State, within 90 days of registering with the California Secretary of State, and every two years	Charter Impact
Jul-01	thereafter during a specific 6-month filing period based on the original registration date.	with Client support
		Charter Impact
	Annual Attendance Report - Annual Attendance data is reported for the entire school year.	submits with data
Jul-15		provided by Client
	Extended Due Date - Form 990 - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form	
	should be reviewed and accepted by the Board prior to filing.	Client/Audit firm
Jul-15	During 2020 - due date has been automatically extended to July 15, 2020.	
	Annual review of organization's Fiscal Policies - Board approved fiscal policies define the organization's financial operations and	
	internal controls to ensure compliance with industry and government regulations. An annual review is recommended to ensure	
	compliance with current procedures and annually updated regulations. If updates are necessary, revised policies may be	Charter Impact
Jul-31	documented and presented for Board approval.	with Client support
	CALPADS EOY 1, 2, 3, and 4 - Course Completion, Program Eligibility/Participation, Homeless Students, Student discipline,	Charter Impact
	Cumulative Enrollment, Student Absence Summary and SpED	submits with data
Jul-31	Cumulative Enronment, Student Absente Summary and Spep	provided by Client



LAKE VIEW - Appendix

- Monthly Cash Flow / Forecast 19-20
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging

 Due (To)/From All Inspire Charter School Locations



Monthly Cash Flow/Forecast FY19-20 Revised 6/8/2020

Revised 6/8/2020											
ADA = 434.25	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	Ma
	Jui-19	Aug-19	3eh-13	0(1-19	NOV-19	Dec-19	Jan-20	Feb-20	Iviai-20	Αρι-20	IVIC
Revenues											
State Aid - Revenue Limit								4 600 764	4 9 6 9 9 9 9		
8011 LCFF State Aid	-	-	-	-	-	-	-	1,698,761	1,062,832	-	
8012 Education Protection Account 8096 In Lieu of Property Taxes	-	-	-	-	-	-	_	39,747	-	-	
8090 III Lieu of Property Taxes	-	-	-	-	-	-	-	1,738,508	1,062,832	-	
Federal Revenue								_,: = =,= = = =	_,		
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	
Other State Revenue											
8311 State Special Education	-	-	-	-	-	-	-	-	-	-	
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	
Total Revenue								1 729 509	1 062 922		
	-	-	-	-	-	-	-	1,738,508	1,062,832	-	
Expenses											
Certificated Salaries											
1100 Teachers' Salaries	55,379	56,421	56,299	55,864	188,816	46,298	82,479	84,444	90,206	90,686	
1175 Teachers' Extra Duty/Stipends	250	5,490	8,652	8,418	23,832	2,873	10,418	10,102	27,212	9,152	
1200 Pupil Support Salaries	-	-	-	-	-	29,000	4,833	4,833	6,333	6,333	
1300 Administrators' Salaries	9,375	13,233	16,092	15,842	31,533	(3,150)	14,192	14,192	9,400	9,400	
	65,004	75,145	81,043	80,124	244,181	75,020	111,922	113,571	133,152	115,572	
Classified Salaries		677	4 202	4.247	2.070	4.000	4.2.47	2.002	4.000	4.000	
2100 Instructional Salaries	-	<u>677</u> 677	1,292 1,292	4,247 4,247	3,878 3,878	4,062 4,062	4,247 4,247	3,693 3,693	4,062	4,062	
Benefits	-	0//	1,292	4,247	3,878	4,002	4,247	3,093	4,062	4,062	
3101 STRS	11,073	12,685	13,733	13,576	43,724	9,968	18,842	19,124	20,832	19,424	
3301 OASDI	-	42	80	263	240	248	259	225	248	248	
3311 Medicare	905	1,062	1,161	1,191	3,664	994	1,645	1,661	1,950	1,695	
3401 Health and Welfare	(2,868)	8,052	6,818	7,714	(2,195)	16,255	6,517	6,158	6,159	6,159	
3501 State Unemployment	2,123	1,109	283	349	2,401	(899)	3,814	1,366	531	185	
3601 Workers' Compensation	-	1,240	620	620	620	1,296	633	620	620	620	
	11,234	24,189	22,695	23,713	48,453	27,862	31,710	29,153	30,338	28,330	
Books and Supplies								10 700			
4302 School Supplies	12,540	19,888	29,546	44,387	47,572	44,387	45,450	43,796	37,702	44,239	
4305 Software 4310 Office Expense	- 500	4,588 18	1,581 183	1,354 298	1,659	1,975	1 395	1,885 306	6,230 737	13,629 290	
4310 Business Meals	- 500	-	-	- 250	_	_		- 500		- 250	
4400 Noncapitalized Equipment	-	-	-	-	-	138	-	-	-	5,689	
	13,040	24,493	31,311	46,039	49,231	46,500	45,846	45,987	44,668	63,847	
Subagreement Services											
5102 Special Education	-	1,865	6,332	6,292	14,362	11,183	13,216	4,645	25,094	5,025	
5106 Other Educational Consultants	3,894	16,849	33,531	39,500	23,765	60,865	79,698	61,400	75,296	43,574	
5107 Instructional Services	-	-	111,099	37,033	37,033	37,033	37,033	34,016	37,290	39,659	
On anothing and Haussless size	3,894	18,714	150,962	82,825	75,160	109,080	129,947	100,061	137,680	88,258	
Operations and Housekeeping		FOF	64	050	2 014	260	467	1 (1 0	702	100	
5201 Auto and Travel 5300 Dues & Memberships	- 108	595 108	64 108	858 108	2,014	260	467	1,618	792	183	
5400 Insurance	-	2,592	1,296	1,296	- 1,296	620	- 3,057	- 1,296	- 1,296	- 961	
5900 Communications	_			-	-	-	-			-	
5901 Postage and Shipping	-	-	-	-	-	-	-	-	-	-	
5 11 0	108	3,295	1,468	2,262	3,311	880	3,525	2,914	2,088	1,144	
Facilities, Repairs and Other Leases											
5601 Rent	-	-	-	-	-	-	-	-	-	-	
5604 Other Leases	-	-	-	-	175	-	2,550	330	-	-	
5610 Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	
Professional /Consulting Samian	-	-	-	-	175	-	2,550	330	-	-	
Professional/Consulting Services 5801 IT			_	700							
5801 11 5802 Audit & Taxes			-	700	-						
5802 Audit & Taxes 5803 Legal						- 99	- 1,502	- 790	_	- 735	
5804 Professional Development	105	_	-	_	-	-	505	500	_	-	
5805 General Consulting	-	150	-	-	-	750	-	-	500	-	
5806 Special Activities/Field Trips	4,686	2,341	4,374	2,074	904	161	834	204	1,143	(324)	
5807 Bank Charges	-	-	-	-	-	-	-	-	-	-	
5808 Printing	-	-	-	-	-	-	-	-	-	24	
5809 Other taxes and fees	-	-	160	-	-	20	800	599	5,056	-	
5810 Payroll Service Fee	-	-	-	-	-	-	-	-	-	-	
5811 Management Fee	-	-	33,813	11,271	11,271	11,271	11,271	10,353	11,349	12,070	
5812 Oversight & Service Fees	-	-	-	-	-	-	-	-	-	-	
5814 SPED Encroachment 5815 Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	
JOIJ PUDIIC RELATIONS/RECTUITMENT	4,791	- 2,491	- 38,347	750 14,795	- 12,175	- 12,301	- 14,912	- 12,446	- 18,048	- 12,505	
Interest	4,731	2,731	50,547	17,735	12,175	12,501	17,512	12,740	10,040	12,305	
7438 Interest Expense	-	-	-	68,537	-	23,168	-	-	_	_	
	-	-	-	68,537	-	23,168	-	-	-	-	
Total Expenses	98,071	149,004	327,119	322,543	436,563	298,874	344,659	308,154	370,037	313,719	



May-20	Jun-20	Year-End Accruals	An Fore
87,152 22,890	383,328	523,048 25,816	3,7
	-	142,660	1
110,042	383,328	691,525	3,9
. <u>-</u>	10,335	41,341	1
· -	10,335	41,341	
. <u>-</u>	44,567	178,267	2
	- 44,567	89,890 268,156	3
110.042			
110,042	438,230	1,001,022	4,3
90,416	90,416	-	9
8,852	-	-	1
6,333 9,400	6,333 9,400	-	1
115,002	106,150	-	- 1,3
3,878 3,878	4,230 4,230	-	-
0,070	.)200		
19,326	17,571	-	2
237 1,684	318 1,560	-	
8,819	15,000	-	
66	588	-	
6,143 6,274	1,507 36,545	-	3
25,862 (3,277)	9,537 3,619	-	4
449	760	-	
	333	-	
23 23,057	51,993 66,242	-	5
18,544 23,686	9,047 325,551	-	1
44,111	44,110	-	4
86,341	378,708	-	1,3
161	609	_	
	229	-	
1,878	1,809	-	
	724 640	-	
2,039	4,011	-	
	_	_	
1,125	-	-	
	-	-	
1,125			
	-	-	
	- 762	-	
	923	-	
	217	-	
.) 306	98,983 36	-	1
-	55	-	
	217	-	
6,713	- 20,137	_	1
57,546	-	62,041	1
-	- 366	-	
75,980	121,697	62,041	4
7,281	11,622		1
7,281	11,622	-	1
250 077	720 205	62,041	
350,977	729,205	02,041	4,1

Annual	Original Budget Tetal	Favorable / (Unfav.)
orecast	Budget Total ADA =	475.00
	ADA -	475.00
3,755,122	3,602,549	152,573
88,453	95,000	(6,547)
142,660	492,176	(349,516)
3,986,236	4,189,725	(203,490)
51,676	56,525	(4,849)
51,676	56,525	(4,849)
222,833	246,050	(23,217)
89,890	96,900	(7,010)
312,723	342,950	(30,227)
1,350,635	4,589,200	(238,566)
.,,		(/
987,725	1,242,000	254,275
115,254	62,100	(53,154)
64,000	35,000	(29,000)
148,908 L,315,887	155,000 1,494,100	6,092 178,213
,010,007	1, 134,100	_, ,,_13
38,330	180,000	141,670
38,330	375,000	336,670
219,877	249,515	29,638
2,409	23,250	20,841
19,171 82,587	27,102 270,000	7,931 187,413
11,915	17,640	5,725
14,537	26,167	11,630
350,497	613,674	263,177
404,905	444,885	39,980
33,244	47,500	14,256
3,936	9,975	6,039
333 57,844	499 63,555	165 5,711
500,262	637,664	137,402
115,604	118,750	3,146
787,609	635,550	(152,059)
458,417		(458,417)
L,361,630	754,300	(607,330)
7,623	7,999	376
660	3,002	2,342
17,398 724	23,750 9,500	6,352 8,776
640	7,002	6,361
27,045	58,978	31,932
_	35,625	35,625
4,180	-	(4,180)
-	2,000	2,000
4,180	37,625	33,445
700	-	(700)
-	16,625	16,625
4,042 2,034	9,999 10,099	5,957 8,065
1,617	2,375	758
115,687	127,110	11,423
36 78	399 599	363 520
6,852	2,375	(4,477)
11,262	7,125	(4,137)
139,518 119,587	80,311 125,692	(59,207) 6,105
-	24,206	24,206
1,116	4,000	2,884
402,529	410,913	8,384
110,608	60,912	(49,696)
110,608	60,912	(49,696)
4,110,968	4,443,165	332,198
,,	.,	,

Monthly Cash Flow/Forecast FY19-20

Revised 6/8/2020

1001300 0,0,2020											
ADA = 434.25	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	
Monthly Surplus (Deficit)	(98,071)	(149,004)	(327,119)	(322,543)	(436,563)	(298,874)	(344,659)	1,430,354	692,795	(313,719)	
Cash Flow Adjustments	(00.071)	(1 10 00 1)	(227.440)			(200.074)	(244.650)	4 420 25 4	co2 705	(212 710)	
Monthly Surplus (Deficit) Cash flows from operating activities	(98,071)	(149,004)	(327,119)	(322,543)	(436,563)	(298,874)	(344,659)	1,430,354	692,795	(313,719)	
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	
Due To/From Related Parties	56,948	118,623	334,109	(1,136,650)	408,526	(252,471)	304,028	110,949	(206,566)	257,125	
Prepaid Expenses	-	(3,832)	-	(4,967)	4,967	-	-	(750)	25,967	54,875	
Accounts Payable	-	-	-	-	-	-	-	(96,653)	-	-	
Accrued Expenses	41,123	34,213	(6,990)	20,260	23,070	14,645	40,631	-	6,004	1,720	
Cash flows from financing activities		-									
Proceeds from Factoring	-	-	-	1,443,900	-	536,700	-	-	-	-	
Payments on Factoring	-	-	-	-	-	-	-	(1,443,900)	(518,200)		
Total Change in Cash	(0)	0	0	0	0	-	(0)	-	-	(0)	
Cash, Beginning of Month	-	-	0	0	0	0	0	0	0	0	
Cash, End of Month	(0)	0	0	0	0	0	0	0	0	0	



a · · · I								
Original	Favorable /							
Budget Total	(Unfav.)							
146,035	93,632							
Cert.	Instr.							
40%	84.5%							
41,733	204,477							
Pupil:Teacher Ratio								
21.71	:1							

Annual Forecast

> 239,667 6%

> 239,666

(1,001,022) 88,666 86,597 67,081 142,850

2,861,958 (2,273,504)

May-20	Jun-20	Year-End Accruals
(240,935)	(290,976)	938,980
(240,935)	(290,976)	938,980
-	-	(1,001,022)
94,046	-	-
10,336	-	-
101,692	-	62,041
(31,826)	-	-
	-	
590,800	290,558	-
(18,500)	(292,904)	-
505,613	(293,321)	
0	505,613	
505,613	212,292	

Budget vs Actual

For the period ended May 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Show/Hide Filter	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 87,152	\$ 324,229	\$ (237,077)	\$ 2,848,745	\$ 2,954,091	\$ (105,346)	\$ 3,602,548
Education Protection Account	22,890	-	22,890	62,637	71,250	(8,613)	95,000
In Lieu of Property Taxes	-	34,452	(34,452)	-	457,724	(457,724)	492,176
Total State Aid - Revenue Limit	110,042	358,682	(248,640)	2,911,382	3,483,064	(571,682)	4,189,724
Federal Revenue							
Special Education - Entitlement	-	4,748	(4,748)	-	51,777	(51,777)	56,525
Total Federal Revenue	-	4,748	(4,748)	-	51,777	(51,777)	56,525
Other State Revenue							
State Special Education	-	20,668	(20,668)	-	225,382	(225,382)	246,050
State Lottery		-	-		-	-	96,900
Total Other State Revenue	-	20,668	(20,668)	-	225,382	(225,382)	342,950
Total Revenues	\$ 110,042	\$ 384,098	\$ (274,056)	\$ 2,911,382	\$ 3,760,223	\$ (848,841)	\$ 4,589,199
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 90,416	\$ 103,500	\$ 13,084	\$ 897,308	\$ 1,138,500	\$ 241,192	\$ 1,242,000
Teachers' Extra Duty/Stipends	8,852	5,175	(3,677)	115,254	56,925	(58,329)	62,100
Pupil Support Salaries	6,333	2,917	(3,417)	57,667	32,083	(25,583)	35,000
Administrators' Salaries	9,400	12,917	3,517	139,508	142,083	2,575	155,000
Total Certificated Salaries	115,002	124,508	9,506	1,209,737	1,369,592	159,855	1,494,100
Classified Salaries							
Instructional Salaries	3,878	16,364	12,486	34,099	163,636	129,537	180,000
Support Salaries	-	5,833	5,833	-	64,167	64,167	70,000
Supervisors' and Administrators' Salaries	-	6,250	6,250	-	68,750	68,750	75,000
Clerical and Office Staff Salaries		4,167	4,167	-	45,833	45,833	50,000
Total Classified Salaries	3,878	32,614	28,736	34,099	342,386	308,287	375,000
Benefits							
State Teachers' Retirement System, certificated posi	-	20,793	1,467	202,305	228,722	26,416	249,515
OASDI/Medicare/Alternative, certificated positions	237	2,022	1,786	2,091	21,228	19,137	23,250
Medicare/Alternative, certificated positions	1,684	2,278	594	17,611	24,824	7,213	27,102
Health and Welfare Benefits, certificated positions	8,819	22,500	13,681	67,587	247,500	179,913	270,000
State Unemployment Insurance, certificated position		882	816	11,327	16,758	5,431	17,640
Workers' Compensation Insurance, certificated posi Total Benefits	6,143 36,274	2,200 50,675	(3,943)	13,030 313,952	23,968	<u> </u>	26,167
Books & Supplies	50,274	50,075	14,401	515,952	562,999	249,047	613,674
Textbooks and Core Materials	_	_	_	-	47,500	47,500	47,500
Books and Reference Materials	-	_	_	_	23,750	23,750	23,750
School Supplies	25,862	44,489	18,627	395,368	387,050	(8,318)	444,885
Software	(3,277)	3,958	7,235	29,626	43,542	13,916	47,500
Office Expense	449	831	382	3,176	9,144	5,968	9,975
Business Meals	-	42	42	-	457	457	499
Noncapitalized Equipment	23	6,356	6,333	5,850	55,293	49,442	63,555
Total Books & Supplies	23,057	55,675	32,618	434,020	566,735	132,716	637,664
Subagreement Services							
Special Education	18,544	9,896	(8,648)	106,557	108,854	2,297	118,750
Other Educational Consultants	23,686	63,555	39,869	462,058	552,929	90,871	635,550
Instructional Services	44,111	-	(44,111)	414,307		(414,307)	-
Total Subagreement Services	86,341	73,451	(12,890)	982,922	661,783	(321,139)	754,300
Operations & Housekeeping							
Auto and Travel	161	-	(161)	7,014	7,999	985	7,999
Dues & Memberships	-	250	250	431	2,752	2,321	3,002
Insurance	1,878	1,979	102	15,589	21,771	6,182	23,750
Utilities	-	238	238	-	2,613	2,613	2,850
Janitorial Services	-	198	198	-	2,177	2,177	2,375
Miscellaneous Expense Communications	-	208 792	208 792	-	2,292	2,292	2,500
Postage and Shipping	-	792 700	792 700	-	8,708 6,301	8,708 6,301	9,500 7,001
Total Operations & Housekeeping	2,039	4,365	2,326	23,034	54,613	31,579	58,977
Facilities, Repairs & Other Leases	2,033	4,305	2,320	23,034	54,013	51,575	50,377
Rent		2,969	2,969		32,656	32,656	35,625
Nem	-	2,909	2,909	-	52,000	52,000	55,025

Budget vs Actual

For the period ended May 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Show/Hide Filter	YTD Budget	YTD Budget Variance	Total Budget
Other Leases	1,125	-	(1,125)	4,180	-	(4,180)	-
Repairs and Maintenance	-	167	167		1,833	1,833	2,000
Total Facilities, Repairs & Other Leases	1,125	3,135	2,010	4,180	34,489	30,309	37,625
Professional/Consulting Services							
IT	-	-	-	700	-	(700)	-
Audit & Taxes	-	-	-	-	16,625	16,625	16,625
Legal	154	833	679	3,280	9,166	5,886	9,999
Professional Development	-	1,010	1,010	1,110	9,089	7,978	10,099
General Consulting	-	238	238	1,400	2,138	738	2,375
Special Activities/Field Trips	306	12,711	12,405	16,704	110,586	93,882	127,110
Bank Charges	-	40	40	-	359	359	399
Printing	-	60	60	24	539	515	599
Other Taxes and Fees	-	238	238	6,635	2,138	(4,497)	2,376
Payroll Service Fee	11,262	594	(10,668)	11,262	6,531	(4,731)	7,125
Management Fee	6,713	6,722	9	119,381	65,804	(53 <i>,</i> 577)	80,311
District Oversight Fee	57,546	10,760	(46 <i>,</i> 785)	57,546	104,492	46,946	125,692
SPED Encroachment	-	2,033	2,033	-	22,173	22,173	24,206
Public Relations/Recruitment	-	400	400	750	3,600	2,850	4,000
Total Professional/Consulting Services	75,980	35,638	(40,342)	218,791	353,237	134,446	410,914
Interest							
Interest Expense	7,281	2,983	(4,298)	98,986	60,912	(38,074)	60,912
Total Interest	7,281	2,983	(4,298)	98,986	60,912	(38,074)	60,912
Total Expenses	\$ 350,977	\$ 383,044	\$ 32,067	\$ 3,319,721	\$ 4,006,746	\$ 687,026	\$ 4,443,166
Change in Net Assets	(240,935)	1,054	(241,989)	(408,339)	(246,524)	(161,815)	146,034
Net Assets, Beginning of Period	(167,404)						
Net Assets, End of Period	\$ (408,339)			\$ (408,339)			

Statement of Financial Position

May 31, 2020

		Current Balance	Be	eginning Year Balance	Y	D Change	YTD % Change
		Dalance		Dalalice			
Assets							
Current Assets	\$	E0E 612	\$		\$	E0E 612	0%
Cash & Cash Equivalents Accounts Receivable	Ş	505,613	Ş	-	Ş	505,613	0%
Public Funding Receivable		_		_		_	0%
Grants & Contributions Receivable		-		-		-	0%
Factored Receivable		(590,800)		-		(590,800)	0%
Due To/From Related Parties		(88,666)		-		(88,666)	0%
Prepaid Expenses		(86,597)		-		(86,597)	0%
Other Current Assets		-		-		-	0%
Total Current Assets		(260,450)		-		(260,450)	0%
Long-Term Assets							
Property & Equipment, Net		-		-		-	0%
Deposits		-		-		-	0%
Deferred Lease Asset		-		-		-	0%
Bond Issue Costs		-		-		-	0%
Other Long-Term Assets		-		-		-	0%
Total Long Term Assets		-		-		-	0%
Total Assets	\$	(260,450)	\$	-	\$	(260,450)	0%
Liabilities							
Current Liabilities							
Accounts Payable	\$	101,692	\$	-	\$	101,692	0%
Accrued Liabilties		46,197		-		46,197	0%
Interest Payable		-		-		-	0%
Deferred Revenue		-		-		-	0%
Deferred Rent, Current Portion		-		-		-	0%
Capital Lease, Current Portion		-		-		-	0%
Notes Payable, Current Portion		-		-		-	0%
Bonds Payable, Current Portion		-		-		-	0%
Other Current Liabilities		-		-		-	0%
Total Current Liabilities		147,889		-		147,889	0%
Long-Term Liabilities							
Deferred Rent, Net of Current Portion		-		-		-	0%
Capital Lease, Net of Current Portion		-		-		-	0%

Notes Payable, Net of Current Portion	-	-	-	0%
Bonds Payable, Net of Current Portion	-	-	-	0%
Discount on Bonds	-	-	-	0%
Premium on Bonds	-	-	-	0%
Other Long-Term Liabilities	-	-	-	0%
Total Long-Term Liabilities	-	-	-	0%
Total Liabilities	147,889		147,889	0%
Net Assets	(408,339)		(408,339)	0%
Total Liabilities and Net Assets	\$ (260,450)	\$-	\$ (260,450)	0%

Statement of Cash Flows

For the period ended May 31, 2020

	onth Ended 5/31/20	YTD Ended 05/31/20
Cash Flows from Operating Activities		
Changes in Net Assets	\$ (240,935)	\$ (408,339)
Adjustments to reconcile change in net assets to net cash flows		
from operating activities:		
Decrease/(Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	572,300	590,800
Due from Related Parties	94,046	88,666
Prepaid Expenses	10,336	86,597
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	101,692	101,692
Accrued Expenses	 (31,826)	 46,197
Total Cash Flows from Operating Activities	 505,613	 505,613
Change in Cash & Cash Equivalents	505,613	505,613
Cash and Cash Equivalents, End of Period	\$ 505,613	\$ 505,613

Check Register

For the period ended May 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10000	4EE	5/22/2020	\$ 350.00
10001	Brave Writer LLC	5/22/2020	31.85
10001	Charter Impact, Inc.	5/22/2020	
10002	Earthbound Skills	5/22/2020	
10003	Eat2Explore	5/22/2020	
10004	Educational Development Corporation	5/22/2020	
10005	Hands for Building, LLC	5/22/2020	
10007	KiwiCo, Inc	5/22/2020	
10008	Law Office of Jennifer McQuarrie	5/22/2020	
10009	Learning Without Tears	5/22/2020	
10010	Little Passports	5/22/2020	
10010	Outschool, Inc.	5/22/2020	
10012	Peace Hill Press, Inc. dba Well Trained Mind Press	5/22/2020	
10012	Sew Outside the Box	5/22/2020	
10013	Shane Cammell	5/22/2020	
10014	Starfall Education Foundation	5/22/2020	
10015	Juni Learning, Inc.	5/28/2020	
10010	Kinetics Academy of Dance	5/28/2020	
10017	VOID	5/28/2020	
10019	Sacramento Drive-in	5/29/2020	625.00
		Total Disbursements issued in May	\$ 5,451.52

Accounts Payable Aging

May 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Show/Hide Filter
					Tast Duc	I dot Duc	Tast Buc	1 doc buc	The
4EEE	SP20-009	5/14/2020	6/13/2020	\$ 100.00	\$-	\$-	\$-	\$-	\$ 100.00
Amazon Capital Services	17PT-1QNH-JPPD	5/16/2020	6/15/2020	18.39	0.00	0.00	0.00	0.00	18.39
Amazon Capital Services	17PT-1QNH-JXKG	5/16/2020	6/15/2020	69.10	0.00	0.00	0.00	0.00	69.1
Amazon Capital Services	17PT-1QNH-KPKK	5/16/2020	6/15/2020	9.69	0.00	0.00	0.00	0.00	9.6
Amazon Capital Services	17PT-1QNH-KPNC	5/16/2020	6/15/2020	15.08	0.00	0.00	0.00	0.00	15.0
Amazon Capital Services	17PT-1QNH-MD7H	5/16/2020	6/15/2020	16.56	0.00	0.00	0.00	0.00	16.5
Amazon Capital Services	17PT-1QNH-QJKD	5/16/2020	6/15/2020	15.39	0.00	0.00	0.00	0.00	15.3
Amazon Capital Services	17PT-1QNH-TGNY	5/16/2020	6/15/2020	31.63	0.00	0.00	0.00	0.00	31.6
Amazon Capital Services	17WF-WKCL-4PNC	5/17/2020	6/16/2020	31.51	0.00	0.00	0.00	0.00	31.5
Amazon Capital Services	17WF-WKCL-6LND	5/17/2020	6/16/2020	6.99	0.00	0.00	0.00	0.00	6.9
Amazon Capital Services	19G6-NHCD-CH77	5/14/2020	6/13/2020	3.76	0.00	0.00	0.00	0.00	3.7
Amazon Capital Services	19G6-NHCD-D4QD	5/14/2020	6/13/2020	50.61	0.00	0.00	0.00	0.00	50.6
Amazon Capital Services	19G6-NHCD-DJQX	5/14/2020	6/13/2020	26.75	0.00	0.00	0.00	0.00	26.7
Amazon Capital Services	19G6-NHCD-G1XT	5/14/2020	6/13/2020	25.84	0.00	0.00	0.00	0.00	25.8
Amazon Capital Services	19G6-NHCD-VXHY	5/15/2020	6/14/2020	6.42	0.00	0.00	0.00	0.00	6.4
Amazon Capital Services	1CGC-L6JR-3D3G	5/18/2020	6/17/2020	18.04	0.00	0.00	0.00	0.00	18.0
Amazon Capital Services	1D34-Y6KJ-CRMK	5/15/2020	6/14/2020	37.65	0.00	0.00	0.00	0.00	37.6
Amazon Capital Services	1DQK-XPNL-761X	5/13/2020	6/12/2020	28.28	0.00	0.00	0.00	0.00	28.2
Amazon Capital Services	1FK3-LWW1-CP6G	5/14/2020	6/13/2020	61.25	0.00	0.00	0.00	0.00	61.2
Amazon Capital Services	1FK3-LWW1-CRKK	5/14/2020	6/13/2020	21.62	0.00	0.00	0.00	0.00	21.6
Amazon Capital Services	1FK3-LWW1-PWC3	5/14/2020	6/13/2020	14.35	0.00	0.00	0.00	0.00	14.3
Amazon Capital Services	1FK3-LWW1-PXFV	5/14/2020	6/13/2020	86.51	0.00	0.00	0.00	0.00	86.5
Amazon Capital Services	1G7K-HVVN-7FMX	5/16/2020	6/15/2020	8.33	0.00	0.00	0.00	0.00	8.3
Amazon Capital Services	1G7K-HVVN-MGGG	5/17/2020	6/16/2020	49.06	0.00	0.00	0.00	0.00	49.0
Amazon Capital Services	1J9F-4CLV-G9XM	5/15/2020	6/14/2020	49.00	0.00	0.00	0.00	0.00	49.0
Amazon Capital Services	1J9F-4CLV-GVDC	5/15/2020	6/14/2020	44.07	0.00	0.00	0.00	0.00	44.0
Amazon Capital Services	1J9F-4CLV-GVDC	5/16/2020	6/15/2020	167.42	0.00	0.00	0.00	0.00	44.0 167.4
-									
Amazon Capital Services	1J9F-4CLV-TL61	5/16/2020	6/15/2020	27.86	0.00	0.00	0.00	0.00	27.8
Amazon Capital Services	1J9F-4CLV-WMX7	5/16/2020	6/15/2020	5.38	0.00	0.00	0.00	0.00	5.3
Amazon Capital Services	1J9F-4CLV-WNFF	5/16/2020	6/15/2020	51.74	0.00	0.00	0.00	0.00	51.7
Amazon Capital Services	1LRJ-4Y7L-7C1W	5/18/2020	6/17/2020	68.75	0.00	0.00	0.00	0.00	68.7
Amazon Capital Services	1M9C-TVJQ-K36F	5/16/2020	6/15/2020	10.32	0.00	0.00	0.00	0.00	10.3
Amazon Capital Services	1M9C-TVJQ-K496	5/16/2020	6/15/2020	38.37	0.00	0.00	0.00	0.00	38.3
Amazon Capital Services	1MT1-19JR-J91T	5/14/2020	6/13/2020	69.84	0.00	0.00	0.00	0.00	69.8
Amazon Capital Services	1NLT-TGRV-6NDN	5/13/2020	6/12/2020	6.48	0.00	0.00	0.00	0.00	6.4
Amazon Capital Services	1NWN-LLTL-DGCP	5/14/2020	6/13/2020	35.36	0.00	0.00	0.00	0.00	35.3
Amazon Capital Services	1PF6-D4TG-HP73	5/16/2020	6/15/2020	12.42	0.00	0.00	0.00	0.00	12.4
Amazon Capital Services	1PF6-D4TG-HPHL	5/16/2020	6/15/2020	15.14	0.00	0.00	0.00	0.00	15.2
Amazon Capital Services	1PF6-D4TG-LNGG	5/16/2020	6/15/2020	17.88	0.00	0.00	0.00	0.00	17.8
Amazon Capital Services	1PF6-D4TG-W9CG	5/16/2020	6/15/2020	116.04	0.00	0.00	0.00	0.00	116.0
Amazon Capital Services	1QFY-JYMH-1LLK	5/14/2020	6/13/2020	15.75	0.00	0.00	0.00	0.00	15.7
Amazon Capital Services	1QFY-JYMH-NCMH	5/15/2020	6/14/2020	4.28	0.00	0.00	0.00	0.00	4.2
Amazon Capital Services	1QFY-JYMH-X9PQ	5/16/2020	6/15/2020	14.49	0.00	0.00	0.00	0.00	14.4
Amazon Capital Services	1VF3-PWVH-1V1C	5/13/2020	6/12/2020	4.30	0.00	0.00	0.00	0.00	4.3
Amazon Capital Services	1VF3-PWVH-CXNG	5/14/2020	6/13/2020	106.07	0.00	0.00	0.00	0.00	106.0
Amazon Capital Services	1WK7-169Y-D46K	5/14/2020	6/13/2020	29.87	0.00	0.00	0.00	0.00	29.8
Amazon Capital Services	1WK7-169Y-G1Q9	5/14/2020	6/13/2020	17.28	0.00	0.00	0.00	0.00	17.
Amazon Capital Services	1WK7-169Y-LLKQ	5/14/2020	6/13/2020	17.47	0.00	0.00	0.00	0.00	17.
Amazon Capital Services	1WRJ-6N4C-1LKC	5/17/2020	6/16/2020	22.99	0.00	0.00	0.00	0.00	22.
Amazon Capital Services	1WRJ-6N4C-1N9T	5/17/2020	6/16/2020	17.82	0.00	0.00	0.00	0.00	17.
Amazon Capital Services	1WRJ-6N4C-3CC1	5/17/2020	6/16/2020	59.03	0.00	0.00	0.00	0.00	59.
Amazon Capital Services	1WRJ-6N4C-DJF6	5/17/2020	6/16/2020	6.46	0.00	0.00	0.00	0.00	6.4
Amazon Capital Services	1XQL-MF7J-7DMX	5/18/2020	6/17/2020	10.76	0.00	0.00	0.00	0.00	10.7

Accounts Payable Aging

May 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Show/Hide Filter
Amazon Capital Services	1YP1-JYG4-913J	5/17/2020	6/16/2020	92.78	0.00	0.00	0.00	0.00	92.78
Amazon Capital Services	1YP1-JYG4-DRYP	5/17/2020	6/16/2020	7.50	0.00	0.00	0.00	0.00	7.50
Amazon Capital Services	1YP1-JYG4-KJWP	5/18/2020	6/17/2020	27.21	0.00	0.00	0.00	0.00	27.21
Amazon Capital Services	1YP1-JYG4-LRRL	5/18/2020	6/17/2020	23.58	0.00	0.00	0.00	0.00	23.58
Apollo Academy of Music	20-2388	1/14/2020	2/13/2020	133.00	0.00	0.00	0.00	0.00	133.00
Apollo Academy of Music	20-2912	3/1/2020	3/31/2020	409.25	0.00	0.00	0.00	0.00	409.25
Apollo Academy of Music	20-3016	5/1/2020	5/31/2020	203.00	0.00	0.00	0.00	0.00	203.00
Apollo Academy of Music	20-3020	1/1/2020	1/31/2020	167.00	0.00	0.00	0.00	0.00	167.00
Bare Feet Creations	52020	5/1/2020	5/1/2020	110.00	0.00	0.00	0.00	0.00	110.00
Ben Colbeck	105202	5/7/2020	6/6/2020	200.00	0.00	0.00	0.00	0.00	200.00
Bitsbox	2747	5/6/2020	5/6/2020	167.70	0.00	0.00	0.00	0.00	167.70
Bookshelf Central	56202	5/12/2020	6/11/2020	39.76	0.00	0.00	0.00	0.00	39.76
Boont Tribe Community School	5	5/5/2020	6/4/2020	682.50	0.00	0.00	0.00	0.00	682.50
Center Stage Kids	506	4/7/2020	5/7/2020	40.00	0.00	0.00	0.00	0.00	40.00
Center Stage Kids	507	4/7/2020	5/7/2020	40.00	0.00	0.00	0.00	0.00	40.00
Dimple Deedles	3031	5/7/2020	6/6/2020	222.00	0.00	0.00	0.00	0.00	222.00
Discount School Supply	P39473620101	5/17/2020	6/16/2020	320.29	0.00	0.00	0.00	0.00	320.29
Discount School Supply	P39473720101	5/16/2020	6/15/2020	158.26	0.00	0.00	0.00	0.00	158.26
Discount School Supply	P39473900101	5/17/2020	6/16/2020	94.83	0.00	0.00	0.00	0.00	94.83
Educational Development Corporation	DIR5950904	5/5/2020	6/4/2020	19.93	0.00	0.00	0.00	0.00	19.93
Glenda H. Anderson	325	4/24/2020	5/24/2020	2,010.00	0.00	0.00	0.00	0.00	2,010.00
Global Teletherapy	3353	4/13/2020	5/13/2020	11,837.30	0.00	0.00	0.00	0.00	11,837.30
Great Waters Press	14412								-
		4/28/2020	4/28/2020	332.31	0.00	0.00	0.00	0.00	332.31
Growing Healthy Children Therapy Services, Inc.	ILVCS_2004	4/30/2020	5/30/2020	110.00	0.00	0.00	0.00	0.00	110.00
Homeschool Planet	1070	5/11/2020	6/10/2020	74.95	0.00	0.00	0.00	0.00	74.95
Inspire District Office	INSPLV-112	6/1/2020	7/1/2020	50,823.50	0.00	0.00	0.00	0.00	50,823.50
Justin McKay, pianist	2	5/15/2020	6/14/2020	1,105.00	0.00	0.00	0.00	0.00	1,105.00
Kinetics Academy of Dance	1-May	5/15/2020	6/14/2020	156.00	0.00	0.00	0.00	0.00	156.00
KiwiCo, Inc	ST-IOV7LMEY	5/7/2020	6/6/2020	64.73	0.00	0.00	0.00	0.00	64.73
Kline Music	34788-11	5/18/2020	6/17/2020	120.00	0.00	0.00	0.00	0.00	120.00
Lake Elementary School District	20-01	2/28/2020	3/29/2020	57,545.79	0.00	0.00	0.00	0.00	57,545.79
Lakeshore	4583300520	5/7/2020	6/6/2020	164.63	0.00	0.00	0.00	0.00	164.63
Lotus Educational Services, Inc.	1537	4/20/2020	6/4/2020	90.00	0.00	0.00	0.00	0.00	90.00
Lotus Educational Services, Inc.	1552	5/6/2020	6/20/2020	315.00	0.00	0.00	0.00	0.00	315.00
Middletown Art Center	LVC20202-4	5/12/2020	6/11/2020	135.00	0.00	0.00	0.00	0.00	135.00
Outschool, Inc.	18668	5/11/2020	6/10/2020	219.00	0.00	0.00	0.00	0.00	219.00
Outschool, Inc.	18669	5/11/2020	6/10/2020	13.00	0.00	0.00	0.00	0.00	13.00
Outschool, Inc.	19093	5/18/2020	6/17/2020	1.00	0.00	0.00	0.00	0.00	1.00
Outschool, Inc.	19094	5/18/2020	6/17/2020	45.00	0.00	0.00	0.00	0.00	45.00
Outschool, Inc.	19095	5/18/2020	6/17/2020	70.00	0.00	0.00	0.00	0.00	70.00
Outschool, Inc.	19096	5/18/2020	6/17/2020	90.00	0.00	0.00	0.00	0.00	90.00
Outschool, Inc.	19097	5/18/2020	6/17/2020	45.00	0.00	0.00	0.00	0.00	45.00
Outschool, Inc.	19098	5/18/2020	6/17/2020	15.00	0.00	0.00	0.00	0.00	15.00
Pegasus Riding School	52020	5/8/2020	6/7/2020	320.00	0.00	0.00	0.00	0.00	320.00
Piano With Jeanette	3	3/2/2020	4/1/2020	(232.00)	0.00	0.00	0.00	0.00	(232.00)
Rainbow Resource Center	2942973	5/18/2020	6/17/2020	796.49	0.00	0.00	0.00	0.00	796.49
Rainbow Resource Center	2943356	5/18/2020	6/17/2020	222.26	0.00	0.00	0.00	0.00	222.26
Reading for Life	0168	5/1/2020	5/31/2020	2,040.00	0.00	0.00	0.00	0.00	2,040.00
School Pathways, LLC	64682	4/30/2020	5/30/2020	2,008.62	0.00	0.00	0.00	0.00	2,008.62
Specialized Therapy Services	INSP20-0320	3/31/2020	5/10/2020	1,062.50	0.00	0.00	0.00	0.00	1,062.50
Teacher Synergy, LLC	115788485	4/3/2020	4/24/2020	1,002.30	0.00	0.00	0.00	0.00	1,002.30
Teacher Synergy, LLC	118578224	5/11/2020	6/1/2020	13.00	0.00	0.00	0.00	0.00	13.00
Teacher Synergy, LLC	118766286	5/14/2020	6/4/2020	36.73	0.00	0.00	0.00	0.00	36.73
The Wright Keys Music Academy	6270	5/15/2020	5/15/2020	2,200.00	0.00	0.00	0.00	0.00	2,200.00
Thrive Homeschool Program	138	5/6/2020	6/5/2020	12,440.00	0.00	0.00	0.00	0.00	12,440.00

Accounts Payable Aging

May 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Show/Hide Filter
Thrive Homeschool Program	316	5/7/2020	6/6/2020	\$ 1,280.00	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,280.00</u>
Report Total		Total C	Outstanding Payables in May	\$ 152,515.72	<u>\$</u> -	\$ -	\$ -	\$ -	\$ 152,515.72

Due (To)/From All Inspire Charter School Locations For the period ended May 31, 2020

	Account Balance
Due (to)/from Feather River Charter School	(185,933.29)
Due (to)/from Blue Ridge Academy	(30.02)
Due (to)/from Yosemite Valley Charter School	(27,780.91)
Due (to)/from Inspire Charter Services	125,078.06
Total Due (to)/from Balance	\$ (88,666)



FY20-21 Budget

FY21 Budget Highlights

- Proposed Budget projects a surplus of \$132K for FY21.
- Enrollment target is at 765 with 98% attendance rate.
- Estimating a 7.92% reduction to LCFF revenues for FY21.
- Budget includes Deferrals to LCFF-State Aid payments in FY21 of 100% of April and 50% of May payments into FY22.
- In-Compliance with SB740 requirements:

Cert.	Instr.	Double Teacher Datie
42.0%	81.2%	Pupil:Teacher Ratio
140,967	84,486	23.43 :1





Revenue

- Enrollment is budgeted at 765 with a 98% attendance rate for an ADA of 750.
- Funding favorability (2.59mm) driven by 76% increase in projected enrollment.

	19-20	Proposed	
	Forecast	Budget	Fav/(Unf)
Revenue		·	
State Aid-Rev Limit	\$ 3,986,236	\$ 6,324,513	\$ 2,338,277
Federal Revenue	51,676	89,214	\$ 37,539
Other State Revenue	312,723	530,038	\$ 217,315
Other Local Revenue	<u> </u>		
Total Revenue	<u>\$ 4,350,635</u>	<u>\$ 6,943,765</u>	<u>\$ 2,593,130</u>



Expenses



- Projected expenses are budgeted at a \$2.7mm increase from current year:
 - Expenses proportionately increase to satisfy increased enrollment/per pupil spending.
 - Variance in professional services related to Charter Impact direct fee + revised ICS contract.
 - Interest expense variance related to increase in expected receivable sales.

		19-20	F	Proposed			
		Forecast		Budget	Fav/(Unf)		
Expenses							
Certificated Salaries	\$	1,315,887	\$	2,391,955	\$	(1,076,068)	
Classified Salaries		38,330		217,438	\$	(179,108)	
Benefits		350,497		772,569	\$	(422,072)	
Books and Supplies		500,262		745,031	\$	(244,769)	
Subagreement Services		1,361,630		1,637,063	\$	(275,433)	
Operations		27,045		52,100	\$	(25 <i>,</i> 055)	
Facilities		4,180		5 <i>,</i> 500	\$	(1,320)	
Professional Services		402,529		834,535	\$	(432,005)	
Depreciation		-		-	\$	-	
Interest		110,608		154,668	\$	(44,060)	
Total Expenses	<u>\$</u>	4,110,968	<u>\$</u>	6,810,858	<u>\$</u>	(2,699,890)	



Fund Balance



 A surplus of \$132K (or 2%) is budgeted in FY21 despite significant decrease in revenue.

> Total Surplus(Deficit) Beginning Fund Balance Ending Fund Balance

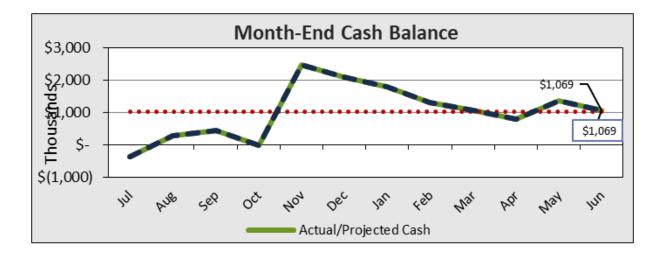
As a % of Annual Expenses

	19-20	Ρ	roposed		
F	orecast		Budget	F	av/(Unf)
\$	239,667	\$	132,907	\$	(106,760)
	_		239,667		
<u>\$</u>	239,667	<u>\$</u>	372,573		
	5.8%		5.5%		



Cash Balance

- Cash balance projected to remain positive through receivable sales.
- Due to/Due From repayment has not been factored into budget.





Appendices



FY20-21 Monthly Budget/Cash Flow



Monthly Cash Flow/Budget FY20-21 Revised 6/17/20

Revised 6/17/20														
ADA = 749.70													Year-End	Annual
	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Accruals	Budget
LCFF State Aid	0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	0.0%	10.0%	50.0%	
New School/New Grade Apportionment	0.0%	0.0%	0.0%	37.0%	0.0%	0.0%	18.0%	0.0%	n/a	n/a	n/a	n/a	n/a	
In Lieu of Property Taxes	0.0%	6.0%	12.0%	8.0%	8.0%	8.0%	8.0%	8.0%	33.3%	16.7%	16.7%	16.7%	16.7%	
New School In Lieu of Property Taxes	0.0%	0.0%	0.0%	26.0%	8.0%	8.0%	8.0%	8.0%	n/a	n/a	n/a	n/a	n/a	
Special Education	0.0%	5.0%	5.0%	9.0%	9.0%	9.0%	9.0%	9.0%	20.0%	20.0%	20.0%	20.0%	20.0%	
Revenues														
State Aid - Revenue Limit														
8011 LCFF State Aid	-	165,315	165,315	297,567	297,567	297,567	297,567	297,567	821,963	821,963	-	410,981	2,054,911	5,928,281
8012 Education Protection Account	-	-	-	37,485	-	-	37,485	-	-	37,485	-	-	37,485	149,940
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	8,242	16,483	10,989	10,989	10,989	10,989	10,989	55,541	27,770	27,770	27,770	27,770	246,291
	-	173,556	181,798	346,041	308,556	308,556	346,041	308,556	877,503	887,218	27,770	438,752	2,120,167	6,324,513
Federal Revenue														
8181 Special Education - Entitlement	-	2,488	2,488	4,478	4,478	4,478	4,478	4,478	12,370	12,370	12,370	12,370	12,370	89,214
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	2,488	2,488	4,478	4,478	4,478	4,478	4,478	12,370	12,370	12,370	12,370	12,370	89,214
Other State Revenue														
8311 State Special Education	-	10,453	10,453	18,815	18,815	18,815	18,815	18,815	51,973	51,973	51,973	51,973	51,973	374,850
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550 Mandated Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8560 State Lottery	-	-	-	-	-	-	21,638	-	-	21,638	-	-	111,912	155,188
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	10,453	10,453	18,815	18,815	18,815	40,453	18,815	51,973	73,611	51,973	51,973	163,886	530,038
Total Revenue	-	186,497	194,739	369,334	331,849	331,849	390,972	331,849	941,846	973,199	92,113	503,095	2,296,422	6,943,765
Expenses														
Certificated Salaries														
1100 Teachers' Salaries	134,179	134,179	134,179	134,179	134,179	134,179	134,179	134,179	134,179	134,179	134,179	134,179	-	1,610,147
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	13,418	13,418	13,418	13,418	13,418	13,418	13,418	13,418	13,418	13,418	13,418	13,418	-	161,015
1200 Pupil Support Salaries	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	-	245,500
1300 Administrators' Salaries	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	-	287,000
1900 Other Certificated Salaries	7,358	7,358	7,358	7,358	7,358	7,358	7,358	7,358	7,358	7,358	7,358	7,358	-	88,293
	199,330	199,330	199,330	199,330	199,330	199,330	199,330	199,330	199,330	199,330	199,330	199,330	-	2,391,955
Classified Salaries														
2100 Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2300 Classified Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2400 Clerical and Office Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2900 Other Classified Salaries	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	-	217,438
Benefits	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	18,120	-	217,438
3101 STRS	36,677	36,677	36,677	36,677	36,677	36,677	36,677	36,677	36,677	36,677	36,677	36,677		440,120
3202 PERS	50,077	50,077	50,077	36,677	50,077	36,677	36,677	50,077				50,077		440,120
3202 PERS 3301 OASDI	- 1,123	1,123		- 13,481										
3311 Medicare	3,153	3,153	3,153	3,153	3,153	3,153	3,153	3,153	3,153	3,153	3,153	3,153		37,836
3401 Health and Welfare	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750		225,000
3501 State Unemployment	980	980	980	980	980	980	4,900	3,920	1,960	980	980	980	-	19,600
3601 Workers' Compensation	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	-	36,531
3901 Other Benefits		-	-	-	-	-	-	-	-	-	-	-	-	-
	63,727	63,727	63,727	63,727	63,727	63,727	67,647	66,667	64,707	63,727	63,727	63,727	-	772,569
Books and Supplies	,	,	,	,	,	,	,	,	,	,	,			
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4302 School Supplies	18,000	28,547	42,411	63,714	68,285	63,713	65,239	62,865	54,117	63,501	25,406	25,406	-	581,202
4305 Software	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	72,000
4310 Office Expense	633	633	633	633	633	633	633	633	633	633	633	633	-	7,600
4311 Business Meals	100	100	100	100	100	100	100	100	100	100	100	100	-	1,200
4312 School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	
4400 Noncapitalized Equipment	2,571	4,078	6,059	9,102	9,755	9,102	9,320	8,981	7,731	9,072	3,629	3,629	-	83,029
4700 Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	27,304	39,358	55,203	79,549	84,773	79,548	81,292	78,579	68,582	79,306	35,769	35,769	-	745,031

CHARTER IMPACT

Lake View Charter School

Monthly Cash Flow/Budget FY20-21 Revised 6/17/20

Subagreement Services 5101 Nursing 5102 Special Education 5103 Substitute Teacher 5104 Transportation 5105 Security 5106 Other Educationa 5107 Instructional Services 5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications 5901 Postage and Shipp	er	55,528 26,352 397,739 31,208 3133	- 15,858 - - - - 82,497 26,352 124,707 1,208 133	15,858 - - 123,934 26,352 166,145	- 15,858 - - - 132,825 26,352 175,036	15,858 - - 123,932	- 15,858 - - -	- 15,858 - -	- 15,858 - -	- 15,858 - -	- 15,858 - -	- 15,858 - -	Accruals - - - -	Bud,
5101Nursing5102Special Education5103Substitute Teacher5104Transportation5105Security5106Other Educational5107Instructional ServOperations and Housekeep5201Auto and Travel5300Dues & Members5400Insurance5501Utilities5502Janitorial Services5516Miscellaneous Exp5531ASB Fundraising E5900Communications	er	55,528 26,352 397,739 31,208 3133	- 82,497 26,352 124,707 1,208	- - 123,934 26,352	- - 132,825 26,352	- - 123,932	- -	- 15,858 - -	- 15,858 - -	- 15,858 - -	- 15,858 - -	- 15,858 - -		19
 5102 Special Education 5103 Substitute Teacher 5104 Transportation 5105 Security 5106 Other Educationa 5107 Instructional Service 5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications 	er	55,528 26,352 397,739 31,208 3133	- 82,497 26,352 124,707 1,208	- - 123,934 26,352	- - 132,825 26,352	- - 123,932	- -	15,858 - -	15,858 - -	15,858 - -	15,858 - -	15,858 - -	-	19
5103Substitute Teacher5104Transportation5105Security5106Other Educationa5107Instructional ServOperations and Housekeep5201Auto and Travel5300Dues & Members5400Insurance5501Utilities5502Janitorial Services5516Miscellaneous Exp5531ASB Fundraising E5900Communications	er	55,528 26,352 397,739 31,208 3133	- 82,497 26,352 124,707 1,208	- - 123,934 26,352	- - 132,825 26,352	- - 123,932	- -	-	-	-	-	-	-	
5104Transportation5105Security5106Other Educationa5107Instructional ServOperations and Housekeep5201Auto and Travel5300Dues & Members5400Insurance5501Utilities5502Janitorial Services5516Miscellaneous Exp5531ASB Fundraising E5900Communications	al Consultants 35,012 vices 26,352 77,223 ping 1,208 ships 133 2,592 	2 26,352 3 97,739 8 1,208 3 133	26,352 124,707 1,208	26,352	26,352		-	-	-	-	-		-	
5105Security5106Other Educationa5107Instructional ServOperations and Housekeep5201Auto and Travel5300Dues & Members5400Insurance5501Utilities5502Janitorial Services5516Miscellaneous Exp5531ASB Fundraising E5900Communications	vices 26,352 77,223 ping 1,208 rships 133 2,592 es - xpense -	2 26,352 3 97,739 8 1,208 3 133	26,352 124,707 1,208	26,352	26,352		-							
5106Other Educationa5107Instructional ServOperations and Housekeep5201Auto and Travel5300Dues & Members5400Insurance5501Utilities5502Janitorial Services5516Miscellaneous Exp5531ASB Fundraising E5900Communications	vices 26,352 77,223 ping 1,208 rships 133 2,592 es - xpense -	2 26,352 3 97,739 8 1,208 3 133	26,352 124,707 1,208	26,352	26,352			-	-	-	-		_	
5107 Instructional Serv Operations and Housekeep 5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications	vices 26,352 77,223 ping 1,208 rships 133 2,592 es - xpense -	2 26,352 3 97,739 8 1,208 3 133	26,352 124,707 1,208	26,352	26,352		126,901	122,283	105,268	123,520	49,419	49,419		1,1
Operations and Housekeep 5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications	77,223 ping 1,208 ships 133 2,592 - es - xpense	97,739 3 1,208 3 133	124,707 1,208			76 757	26,352	26,352	26,352	26,352	26,352	26,352		
5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Ex 5531 ASB Fundraising E 5900 Communications	ping 1,208 ships 133 2,592 es - xpense -	3 1,208 3 133	1,208	100,145	T/2,020	26,352 166,142	169,111	164,493	147,478	165,730	91,629	91,629	-	3 1,6
5201 Auto and Travel 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Ex 5531 ASB Fundraising E 5900 Communications	1,208 133 2,592 	3 133				100,142	109,111	104,495	147,478	105,750	91,029	51,025		1,0
 5300 Dues & Members 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications 	ships 133 2,592 	3 133		1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	-	
 5400 Insurance 5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications 	2,592 			133	133	133	133	133	133	133	133	133		
5501 Utilities 5502 Janitorial Services 5516 Miscellaneous Ex 5531 ASB Fundraising E 5900 Communications		2,592												
5502 Janitorial Services 5516 Miscellaneous Exp 5531 ASB Fundraising E 5900 Communications	xpense -		2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	-	
5516 Miscellaneous Ex 5531 ASB Fundraising E 5900 Communications	xpense -	-	-	-	-	-	-	-	-	-	-	-	-	
5531 ASB Fundraising E 5900 Communications		-	-	-	-	-	-	-	-	-	-	-	-	
5900 Communications	Evnonco	· –	-	-	-	-	-	-	-	-	-	-	-	
	Lybelise -	-	-	-	-	-	-	-	-	-	-	-	-	
5901 Postage and Ship	s 217	217	217	217	217	217	217	217	217	217	217	217	-	
		192	192	192	192	192	192	192	192	192	192	192	-	
• • • •	4,342		4,342	4,342	4,342	4,342	4,342	4,342	4,342	4,342	4,342	4,342	-	
Facilities, Repairs and Othe	er Leases					,	,	,	,	-	,			
5601 Rent			-	-	-	-	-	-	-	-	-	-	-	
5602 Additional Rent			-	-	-	-	-	-	-	-	-	-	-	
5603 Equipment Leases			-	-	-	-	-	-	-	-	-	-	_	
5604 Other Leases	458	3 458	458	458	458	458	458	458	458	458	458	458	_	
5605 Real/Personal Pro		450	400	450	400	450	430	400	450	450	450	450		
		-	-	-	-	-	-	-	-	-	-	-	-	
5610 Repairs and Main	ntenance 458	3 458	- 458	- 458	- 458	- 458	- 458	- 458	- 458	- 458	- 458	458	-	
Professional/Consulting Ser		438	436	430	430	436	400	436	400	436	430	436	-	
5801 IT	108	3 108	108	108	108	108	108	108	108	108	108	108		
	108	108	108	108	108	108	108	108	108	108	108	108	-	
5802 Audit & Taxes	-		-	-	-	-	-	-	-	-	-	-	-	
5803 Legal	692		692	692	692	692	692	692	692	692	692	692	-	
5804 Professional Deve	velopment 442	442	442	442	442	442	442	442	442	442	442	442	-	
5805 General Consultin	ing 275	5 275	275	275	275	275	275	275	275	275	275	275	-	
5806 Special Activities/	/Field Trips 5,143	8 8,156	12,117	18,204	19,510	18,204	18,640	17,961	15,462	18,143	7,259	7,259	-	1
5807 Bank Charges	8		8	10	10	10	10	10	10	10	10	10	-	
5808 Printing	17	-	17	20	20	20	20	20	20	20	20	20	-	
5809 Other taxes and fo			1,058	1,270	1,270	1,270	1,270	1,270	1,270	1,270	1,270	1,270		
5810 Payroll Service Fe	-		429	429	429	429	429	429	429	429	429	429		
-													-	
5811 Management Fee			36,478	36,478	36,478	36,478	36,478	36,478	36,478	36,478	36,478	36,478	-	4
5812 District Oversight	t Fee -	- 5,207	5,454	10,381	9,257	9,257	10,381	9,257	26,325	26,617	833	13,163	63,605	1
5813 County Fees	-		-	-	-	-	-	-	-	-	-	-	-	
5814 SPED Encroachmo		· –	-	-	-	-	-	-	-	-	-	-	-	
5815 Public Relations/F			225	225	225	225	225	225	225	225	225	225	-	
	44,875	53,096	57,304	68,534	68,716	67,410	68,970	67,167	81,737	84,709	48,041	60,371	63,605	8
Depreciation														
6900 Depreciation Expe	Jense		-	-	-	-	-	-	-	-		-	-	
	-		-	-	-	-	-	-	-	-	-		-	
Interest														
7438 Interest Expense		- 33,476	-	-	92,471	-	-	-	-	-	28,721	-	-	1
	-	- 33,476	-	-	92,471	-	-	-	-	-	28,721	-	-	1
al Expenses		509,646	523,191	600 205										
ai Lyenses	135 300	303,040			706 072	500 077	609 270	500 156	584 752	615 722	400 127	473 746	63 605	6.0
nthly Surplus (Deficit)	435,380		323,131	600,205	706,972	599,077	609,270	599,156	584,753	615,722	490,137	473,746	63,605	6,8

Lake View Charter School

Monthly Cash Flow/Budget FY20-21 Revised 6/17/20 ADA = 749.70

ADA = 749.70	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget
ash Flow Adjustments														
Monthly Surplus (Deficit)	(435,380)	(323,148)	(328,452)	(230,871)	(375,123)	(267,228)	(218,298)	(267,307)	357,093	357,477	(398,023)	29,349	2,232,817	132,907
Cash flows from operating activities														
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	652,172	-	-	89,890	164,705	-	-	-	-	-	(2,296,422)	(1,389,655
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(119,587)	-	-	-	-	-	-	-	-	-	-	-	63,605	(55,982
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring		1,115,875	-	-	3,082,363	-	-	-	-	-	957,358	-	-	5,155,596
Payments on Factoring	-	(145,280)	(145,280)	(223,175)	(223,175)	(223,175)	(223,175)	(223,175)	(616,472)	(616,472)	-	(308,236)	-	(2,947,614
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(554,967)	647,448	178,440	(454,046)	2,484,065	(400,513)	(276,768)	(490,482)	(259,379)	(258,995)	559,334	(278,887)		
Cash, Beginning of Month	173,374	(381,592)	265,855	444,295	(9,750)	2,474,315	2,073,802	1,797,034	1,306,552	1,047,173	788,179	1,347,513		
Cash, End of Month	(381,592)	265,855	444,295	(9,750)	2,474,315	2,073,802	1,797,034	1,306,552	1,047,173	788,179	1,347,513	1,068,626		

CHARTER IMPACT

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Lake View Charter School	Julie Haycock, Executive Director	julie@lakeviewcharterschool.org (916) 660-2924	June 17, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

As a non-classroom-based independent study work charter school, we provide homeschooling families with a variety of curriculum delivery options, including online instruction courses led by credentialed teachers, offline courses, and virtual courses that employ built-in accommodations, teacher support, performance tasks, and progress monitoring. Families select the combination of systems that best suit student learning needs and interests. We ensure students are engaged in appropriate educational activities on instructional days, assess the time value of independent work, and the quality of contemporaneous work samples. As we have done before our extended closure, we discuss with each family the curriculum delivery options available during the COVID19 shelter in place restrictions. Below are the three distance learning options offered to families during our extended COVID19 closure:

1) Teacher-Directed Instructional Model

- •Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
- •Students engage through recorded (asynchronous) and live sessions (synchronous) using digital platforms such as Zoom
- •Teacher prioritizes learning goals, determines full or partial online equivalent, or needed adjustments
- •Teacher communicates with students and families through phone or other agreed-upon digital platforms

2) Online Instructional Model

- •Instruction provided through district-licensed online content resources (e.g., Edgenuity)
- •Students engage through menu-driven activities allowing for self-pacing, monitoring of student learning
- •Credentialed teacher communicates with students and families through district-licensed online content resources, phone, or other agreed-upon digital platforms
- 3) Blended Instructional Model
 - •Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
 - •Students engage through a combination of recorded/live sessions using a digital platform such as Zoom, and through districtlicensed online content resources (e.g., Edgenuity)
 - •Teacher enhances district-licensed online content resources (e.g., Edgenuity) by prioritizes learning goals, determines full or partial

online equivalent, or needed adjustments

•Teacher communicates with students and families through phone or other digital platforms selected by the teacher

Provide a description of how the LEA is meeting the needs of its English learners, foster youth, and low-income students.

We realize the COVID19 crises adversely affects all students, particularly those who are considered most vulnerable. To mitigate these effects, we have:

- Proactively communicating the availability of community services and resources, including meals and childcare for students
- Added social-emotional learning (See next section) to our curriculum,
- Prioritized fewer learning goals, identified course sequence changes, implemented an appropriate grading policy, and
- Administered surveys to help identify new needs

Approximately 32% of our students live in low-income households, and approximately 1% are homeless or are in foster care. Our nonclassroom-based independent study platform includes access to the technology needed to participate in a distance learning environment effectively, including high-speed internet access. From a technology access perspective, the transition to our shelter in place learning options was relatively smooth. However, as mentioned, we nonetheless administered surveys to help identify new needs.

We communicated our extended closure learning plan to families of our English learners (approximately 3%) in a language they understand to ensure meaningfully and equally participation. Our virtual curriculum options facilitate embedded ELD instructional support, including built-in accommodations, parent portals, instructional videos, hands-on activities, performance tasks, and progress monitoring. Consequently, most of our ELs can maintain English language development (ELD) supports during our extended closure. We incorporate integrated ELD in subject matter courses and provide online designated ELD classes administered by an appropriately credentialed and trained teacher.

Approximately 9% of our students qualify for an individualized education plan (IEP). We will continue to monitor IEP goals and related services and support families and students via telephone or virtual meetings.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Our COVID19 learning loss mitigation plan is composed of four components:

1) Identification of learning needs- Through surveys and discussions, we solicited shelter in place specific needs, including access to broadband internet service and other technology. We specifically solicited feedback from our English learner, and exceptional learning needs staff and families.

2) Establish a communication plan- We informed stakeholders of our plan through a variety of mediums, including email, social media, website, telephone calls, and text messages. For families of our ELs, we made a concerted effort to communicate our plan in a language most accessible to them.

3) Identification of learning outcomes- Given the context, we prioritized learning goals, identified course sequence changes, implemented an appropriate grading policy, and identified professional learning needs. Staff learning focused on the identification and use of specific resources to support students to continue their distance-learning format.

4) Addressing social-emotional needs- We added social-emotional learning (SEL) to our curriculum. We focused on maintaining regular communications to facilitate a sense of connection and support. As an example, staff recently created virtual events to connect families such as student showcases (music for both K-8 and 9-12 grades), lockdown journaling (journal experiences with Covid, students shared journal entries), The Great Debate (learn how to debate topics with respects and variety of opinions.) For example, virtual art share for students with an art show. For example, our teachers often model problem-solving and flexibility in the face of new daily schedules. We offered regular check-in meetings and office hours via telephone or internet to gauge the current social-emotional state of students.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

As a non-classroom-based independent study work charter school, we do not have facilities to serve congregate meals, including cafeterias. Consequently, we do not provide congregate meals to students through the Summer Food Service Program (SFSP) or the National School Lunch Program Seamless Summer Option (SSO), including non-congregate meals during our COVID-19 closure. However, we help families find needed resources within the community.

Provide a description of the steps that have been taken by the LEA to arrange for the supervision of students during ordinary school hours.

We are a non-classroom-based independent study work charter school wherein parents provide a majority of student supervision during ordinary school hours. We work closely with families in the education of their children/teens. To ensure each student is engaged in appropriate educational activities on instructional days, we assess the time value of independent work and the quality of contemporaneous work samples. Beginning on March 20, 2020 we stopped recording regular attendance on approved COVID-19 school closure days for apportionment purposes. However, we began proactively reaching out to families and students to support and track participation and engagement in distance learning. Staff communicates with the parents and students via email, social media, phone, online meeting platforms, and texting. As mentioned, we initiated a technology needs survey to ascertain what students and families are need of technological devices to participate in our office hours.

Additionally, we began offering COVID-19 specific check-in meetings and office hours to discuss and address COVID-19 related feelings and trauma with our students. For parents who are essential workers and need childcare, we provided a list of external resources, including the new California childcare website. Similarly, we communicated the availability of community resources, including food and childcare to families with children with particular disabilities or special health care needs, and to those who or are homeless or in foster care.

California Department of Education May 2020

19369 A SELF P,WC



2020-2021 Membership Proposal

Prepared for: Lake View Charter School

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

> California Charter Schools Joint Powers Authority P.O. Box 969, Weimar, CA 95736 Phone: 888.901.0004 Fax: 888.901.0004 www.chartersafe.org

> > Issued: June 16, 2020 at 1:56 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE. Dear Julie,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact Karen Bianchini, Managing Director, Risk Management, at kbianchini@chartersafe.org or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

REQUIRED SIGNATURES:

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: Whitney Delano at wdelano@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - Workers' Compensation Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact Dennis Monahan, Managing Director, Claims, at (619) 878-6221 or email dmonahan@chartersafe.org.

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

MEMBER CONTRIBUTION SUMMARY

Lake View Charter School

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	\$72,290
Core Liability Program	Crime
 Directors & Officers Liability 	Property
 Employment Practices Liability Fiduciary Liability 	Student & Volunteer Accident
General Liability	Additional Program Coverages
 Employee Benefits Liability 	 Pollution Liability and First Party Remediation
 Educator's Legal Liability 	 Terrorism Liability and Property
 Sexual Abuse Liability 	Cyber Liability
 Law Enforcement Liability 	
 Automobile Liability & Physical Damage 	
Workers' Compensation & Employer's Liability Member Contribution	\$23,724
Total Member Contribution	\$96,014
Choose One Payment Option	Payment in Full \$96,014

Installment Plan

- Deposit (25%) Due Now \$24,004
- 9 Monthly Installments \$8,001

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name_____ Date_____ Signature_____ Date_____

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date:	07/21/2014
Employment Practices Liability Continutiy Date:	07/21/2014
Fiduciary Liability Continuity Date:	07/21/2014

Vehicles

None scheduled.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Lake View Charter School 4672 County Road North Orland, CA 95963	765	40	\$2,609,393.00
Total:	765	40	\$2,609,393.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Lake View Charter School 4672 County Road North Orland, CA 95963	\$0.00	\$10,000.00	\$5,000.00	\$15,000.00
Total:	\$0.00	\$10,000.00	\$5,000.00	\$15,000.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: \$5,000,000 Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	Varies*
Fmnlovment Practices Liability	\$5,000,000 per claim and member aggregate	Varies*
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim:	<pre>\$15,000.00 per occurrence</pre>
1 Claim:	\$25,000.00 per occurrence
2 Claims:	\$50,000.00 per occurrence
3 or more Claims:	\$100,000.00 per occurrence
Reporting:	Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk</i> <i>Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0
*A list of <i>High-Risk Activities</i> is availa (kbianchini@chartersafe.org / (916) 8		

Employee Benefits Liability

Coverages	Limits	Deductibles
• •	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement \$100,000 if school did not complete training requirement
	ng by CharterSAFE is available under the	

and is **REQUIRED** to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)	
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.	
Limits:	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.	

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at <u>www.selfjpa.org</u>.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence and member aggregate	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim:	\$500.00 per occurrence
1 Claim:	\$5,000.00 per occurrence
2 Claims:	\$10,000.00 per occurrence
3 or more Claims:	\$20,000.00 per occurrence

PROPERTY

 Perils Include:
 Direct
 Physical
 Loss
 subject
 to
 all
 the
 terms,
 conditions,
 and
 exclusions

 established in the applicable policy(ies)

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.	\$1,000 per occurrence
	See "Exposures & Locations" section for scheduled limits.	
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.	\$1,000 per occurrence
	See "Exposures & Locations" section for scheduled limits.	
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Causes of Loss: Water Damage	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.	Varies*
Wildfire	See "Exposures & Locations" section for scheduled limits.	

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim:	\$1,000.00 per occurrence
1 Claim:	\$5,000.00 per occurrence
2 Claims:	\$10,000.00 per occurrence
3 or more Claims:	\$20,000.00 per occurrence

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: Whitney Delano at wdelano@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Kiki Goldsmith (Kiki Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities*</i>
Volunteer Accident		\$500 per injury/accident for <i>High-Risk Activities*</i>
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.		

Terms & Conditions:

• Coverage is provided on an excess basis, but would become primary should the student not have health insurance.

• Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage: If interested in obtaining higher limits with or without sports included, please contact:

Gallagher 18201 Von Karman Avenue, Suite #200 Irvine, CA 92612

Kiki Goldsmith

Client Service Executive Kiki Goldsmith@ajg.com 949-349-9842

ADDITIONAL PROGRAM COVERAGES

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence
Reporting:	Claim must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.	

Pollution Liability And First Party Remediation

Terrorism Liability

Coverages	Limits	Deductibles	
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0	
Reporting:	expiration.	Claim must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.	

Terrorism Property

Coverages	Limits	Deductibles
	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per claim
Coverage Includes:	 Privacy Notification Costs Regulatory Fines and Claim Expenses fo Extortion Damages for Extortion Threat Crisis Management Expenses Business Interruption 	
Reporting:	Claim must be reported to CharterSAFE within expiration. Coverage is provided on a claims-made basis	
Requirement for Coverage to be in effect:	Completed cyber application.	

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident	\$0
	\$5,000,000 by Disease per Employee	
	\$5,000,000 by Disease Policy Limit	

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.



2020-2021 Compensation Policy

Dedication to Non-discrimination

It is the policy of Lake View Charter School not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for 2020-2021 only. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. -An employee's regular compensation is paid on a semimonthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves
- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations

• a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be effected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

CERTIFICATED TEACHER-COMPENSATION

Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 10 (ten) years.
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
 - Creditable professional or teaching experience may be earned in:
 - California and US public, charter, and private elementary and secondary schools
 - Accredited foreign public, charter, and private elementary and secondary schools
 - California, US, and foreign accredited universities and colleges
 - Non-public special education contract schools for special education teachers
 - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.

• Other relevant professional experience may be considered by the Executive Director or designee.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA units, if applicable.
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the next school year. first pay period following May-1. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1 May-1).
- If a teacher is awarded a degree on August 15 and provides proof of the degree on October 15, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 15. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 15.

Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of \$5000 stipend in addition to their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$2,500 stipend in addition to their current annual salary on the Salary.
- The stipends will be paid as set forth in the Stipend Chart below.

Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- To qualify for a signing bonus, the teacher must:
 - be certified in the field they are hired to teach.

• teach in that field of the bonus.

Supplemental Duty Stipends:

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Teachers who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the teacher by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as New Teacher Trainer, SPED Lead Teacher, etc. are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.

Stipend Chart

DESCRIPTION	AMOUNT	ELIGIBILITY	ELIGIBILITY START	PERIOD PAID
		Paid to a hired Community Coordinator who facilitates regular events for the Community Connections	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of
Community Coordinator	*\$5000-\$10000	program. Carry a caseload of 24 students, can carry additional 7 or more with director approval.	,	service during the school year.
	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their teaching credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Induction Coach Stipend		Paid to certificated multi-subject teachers, preferrably with home school experience. Can carry 14 students on their roster, up to 19 with permission of director. Supervise 504 and SST meetings	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid blweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Student Support Coordinator	\$15,000.00	Paid to certificated multi-subject teachers, preferrably with home school experience. Carries 14 students on their	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of
Intervention Support Coordinator	\$ 15,000.00	roster, up to 19 with permission of director. Provide students with tier 1,2 and 3 intervention		service during the school year.
Decathion Coordinator Stipend	\$ 2,500.00	Assigned Position. Provided to credentialed teachers who meet with students to determine if they are meeting academic decathion course requirements	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
New Teacher Trainer	\$ 8,500.00	Assigned Position: paid to a designated HST who applied and received the position to help train new teachers: Carries caseload of 18 students, can carry additional with permission of director at \$100/student/month.	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
	\$500/teacher/semester	Assigned Position: paid to a designated HST who applied and received the position to help mention new teachers.	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
New Teacher Mentor Teachers SPED Instuctional or Reading	\$1,000	Assigned Position- still carries SPED caseload	Eligibility starts at the beginning of the school year.	Paid blweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Specialist Coach	\$ 1,000.00	Provided for SPED teachers with SPED credential	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; September - June. Will be prorated based on period of service during the school year.
SPED Credential		Paid to special education teachers who provide services from the end of the academic school year to approximately July 15th	Eligibility is earned after service has been completed from start date to end date.	Half paid during the each of the two pay period of June 30th and July 15th
Extended School Year (ESY)	\$ 3,500.00	Offered to teachers who perform in-person services for	Eligibility is earned after the service has been	Paid biweekly over 10 months; September - June. Will be prorated based on period of
Specialized Academic Instruction SAI)	\$ 5,000.00	special needs students Assigned Position: given to a counselor who	provided. Eligibility starts at the beginning of the school	service during the school year. Paid biweekly over 10 months; September -
High School Lead Counselor	\$ 2,000.00	shows leadership abilities and is experienced enough to handle escalated cases.	year.	June. Will be prorated based on period of service during the school year.
	\$ 2,500.00	Assigned Position: given to HST who is committed to supporting the CHYA program and holding office hours for students.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
CHYA Coach	\$ 5,000.00	Assigned Position: HST who works with county and school to identify and support foster youth students. Carry a caseload of 24 students, can carry additional 7 or more with director approval.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Foster Youth Liaison	\$1000- summer start up, \$2000/year	Assigned Postion: HST who creates, organizes and keeps HST handbook up to date	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June, Will be prorated based on period of service during the school year.
Handbook Specialist	\$ 15,000.00	Paid to certificated teacher who oversees virtual teachers and teaches online junior high courses. Carries a casload of 14 students, can carry additional 7 or more with director approval.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
JHVA Lead Teacher	\$ 10,000.00	Paid to certificated teachers who teach online junior high courses and carry a casload of 14 students, can carry additional 7 or more with director approval.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
JHVA Teacher	\$5000-10,000	Assigned Position: HST who works with EL coordinator to provide EL support to families and staff. Carry a caseload of 18 students, can carry additional 7 or more with director approval.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
EL Designee Extra Student Stipend	\$100/month/student over required roster limit	Provided to HST's carrying over the full time caseload of 28.	Becomes eligible once their rosters surpass required roster limits	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.
National Board Certification	\$2,500	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the tota stipend amount will only be paid to current employees
National Board Certification		Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees
	\$1,750	Provided to teachers who hold a doctor's degree	For those who obtain their degree before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the tota stipend amount will only be paid to current employees
Doctoral Degree Stipend	\$5,000	Provided to teachers who hold a doctor's degree	For those who obtain their degree after January 1	The two payments of equal installments (two in March) of the total stpend amount will only be paid to current employees

Voluntary Transfer to Lower Role Placement or Teaching position

• Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

July 1, 2020 HQT Teacher Salary Schedule B- Basis -10 Month Calendar* North Charters

Pay Scale Group					Pay Scale Level	e Level				
Points	ł	2	3	4	5	9	7	8	6	10
A	**0103	**0705	010 020	050 750	050 750	050 750	CEO JEU	020 020	020 020	010 JEV
(Minimum)	04700	04200	0c7'oc¢	0c7'oc¢	0C7'0C¢	0c7'oc¢	007,004	0c7'0c¢	0C7'0C¢	0C7'0C¢
В	*** UFC85	58240**	020 350	056 833	056 950	058 750	036 833	658 JEU	658 JED	\$63 750
(+14 points)	01-700	04-700	000,000	007,000	007,004	007,000	\$00°	002,000	007'00¢	001,004
U	0100	090 090	010 010	050 750	010 050	010 010	CEO JEO	CEO JEO	¢63 110	CC JEO
(+28 points)	007'000	007,000	007,000	\$00,20C	007,00¢	007,000	00°,200	007'00¢	\$00° I I O	007,004
0	026 350	07E 920	07E 920	658 750	658 750	658 750	020 250	¢67 350	¢65 500	\$68 750
(+42 points)	007,000	000,000	007,004	007 ^{,000}	004,000	007,000	\$10, 200	000,200	000,000	001,000
ш	010 OFO	¢60 760	090 JEU	¢E8 JED	¢60 760	050 750	CC1 FED	CEF CJE	\$67 950	¢71 760
(+56 points)	007,000	004,000	007,004	007 °00¢	007,004	007,000	000,100	070°C0¢	000,100	007114
	010	010	410 0L0	*ro 200	010	000		000 000	1000 14	0 JL 0 T
(+70 ponits)	007'20¢	\$00,20U	\$00,20U	¢0¢,∠0U	\$00,20U	000'09¢	\$03,7UU	\$00,900	C77'0/¢	\$/3,/DU
U	658 JED	05C 853	056 853	050 853	\$50 750	667 775	058 593	¢60 175	\$77 600	\$76 750
(+84 points)	007,000	000,000	007,004	007,000	001,000	07'I 70	000	400°, 120	¢1 2,000	0,400
н	07E 050	09C 89\$	096 893	\$58 750	\$61 650	664 750	000 893	\$74 400	\$75.000	\$78 750
(+98 points)	000,000	007,000	007,000	001,000	000,000	00.1.400	000,000	00+	000.0	001.00

Additional Pay Scale Levels

H14	\$88,750
H13	\$86,250
H12	\$83,750
H11	\$81,250
	H Cont. (+98 points)

Stipends

National Board Certification (documentation required) Doctorate Degree (conferred, transcripts required)

\$2,500 \$5,000

\$98,250 H30 \$96,250 H25 \$93,750 H20 \$91,250 H15

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar ** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters July 1, 2020 HST Teacher Salary Schedule C- Basis -10 Month Calendar*

Pay Scale Group	0							Pay Scale Level	ile Level						
Points	٢	2	3	4	5	9	7	8	6	10	11	12	13	14	15
A (Minimum)	58240**	58240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	S58,240
B (+14 points)	58240**	58240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	S59,696	\$59,696	S61,188	\$61,188	S61,188
C (+28 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,188	S61,188	\$61,188	S62,717	\$62,717	S62,717
D (+42 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,188	\$62,717	S64,598	\$66,535	S66, 535	\$66,535	S66,535
E (+56 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,486	\$63,330	\$65,863	S68,497	\$71,236	S71,236	\$71,236	S71,236
F (+70 ponits)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,486	\$63,945	\$66,502	\$69,162	S71,928	\$74,805	S77,797	\$77,797	S77,797
G (+84 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$62,083	\$64,566	\$67,148	\$69,833	\$72,626	\$75,531	S78,552	\$78,552	S78,552
H (+98 points)	\$58,240	\$58,240	\$58,240	\$59,696	\$62,083	\$64,566	\$67,148	\$69,833	\$72,626	\$75,531	S78,552	\$81,694	S84,961	\$88,359	S88,359
Additional Pay Scale Levels	scale Levels														

H Cont H20 H25 (+58 points) \$32,776 \$37,414

Stipends National Board Certification (documentation required) \$2,500 Doctorate Degree (conferred, transcripts required) \$5,000 Full time HSTs must hold a minimum of 28 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2 *** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

****During the rate-in-process for new hires Executive Directors may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on Executive Director approval.

#ERROR!

July 1, 2020 Special Education Teacher Salary Schedule D- Basis -10 Month Calendar* North Charters

Pay Scale Level	5 6 7 8 9 10	50 \$59,950 \$59,950 \$59,950 \$59,950 \$59,950	50 \$59,950 \$59,950 \$59,950 \$65,945	50 \$59,950 \$59,950 \$59,950 \$65,247 \$68,670	50 \$59,950 \$59,950 \$59,950 \$64,419 \$67,853 \$71,395	50 \$59,950 \$63,547 \$67,989 \$70,414 \$74,120	50 \$59,950 \$62,566 \$65,891 \$69,379 \$73,003 \$76,845	50 \$61,585 \$64,828 \$68,234 \$71,804 \$75,592 \$79,570	.95 \$63,656 \$67,035 \$70,578 \$74,284 \$78,208 \$82,295
	3 4	s9,950 \$59,950	59,950 \$59,950	9,950 \$59,950	10,950 \$59,950	18,950 \$59,950	9,950 \$59,950	10,950 \$59,950	39,950 \$60,495
	2 3	58240** \$59,950	58860** \$59,950	\$59,950 \$59,950	\$59,950 \$59,950	\$59,950 \$59,950	\$59,950 \$59,950	\$59,950 \$59,950	\$59,950 \$59,950
0.	4	58240**	58240**	\$29,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950
Pay Scale Group	Points	A (Minimum)	B (+14 points)	C (+28 points)	D (+42 points)	E (+56 points)	F (+70 ponits)	G (+84 points)	H (+98 points)

Additional Pay Scale Levels

,	
H14	\$93,195
H13	\$90,470
H12	\$87,745
H11	\$85,020
	H Cont. (+98 points)

H30	\$103,550
H25	\$101,370
H20	\$98,645
H15	\$95,920

SPED Instuctional or Reading Specialist Coach (+above stipend) National Board Certification (documentation required) Doctorate Degree (conferred, transcripts required) All Special Education Teacher contracts Stipends

\$1,000 \$1,000 \$2,500 \$5,000

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work days beyond the work calendar ** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters July 1, 2020 Special Education Salary Schedule E- Basis -11 Month Calendar*

Pay Scale Group Pay Scale Leve 3 4 5 9 10 11 13+ 2 8 Program \$81,088 \$84,088 \$88,293 \$92,709 \$97,342 \$102,209 Row 1 Specialist School \$81,088 \$84,088 \$88,293 \$92,709 \$97,342 \$102,209 Row 2 Psychologist Speech \$78.049 \$82,157 \$95,585 \$74,146 \$86,481 \$91,033 Pathologist Row 3 Occupational \$70,688 \$74,387 \$78,302 \$82,423 \$86,761 \$91,327 Row Therapist School \$70,512 \$74.038 \$77.340 \$81,227 \$85,288 \$89,552 Row 5 Nurse

Stipends Doctorate Degree (conferred, transcripts required)

\$5,000

*Annual salary is based on 207 work days. The 207 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar **Travel is a requirment of the assessment positions, travel will be reimbursed based on the reimbursement policy

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters July 1, 2020 RC/Counselor Salary Schedule F- Basis -10 Month Calendar^a

Pay Scale Group					Pay Scale Level				e	
	1	2	3	4	5	6	7	8	9	10
Regional Coordinator	\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
Community Connections Coordinator	\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
EL Coordinator	\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
Testing Coordinator	\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500

Coordinator positions must hold a minimum of 14 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month "Annual salary for coordinators is based on 205 work days. The 205 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

	1	2	3	4	5	6	7	8	9	10
School Counselor	\$62,500	\$65,000	\$67,000	\$69,000	\$71,000	\$73,000	\$75,000	\$77,000	\$79,000	\$81,000
*Annual salary for \$	School Counselor is ba	sed on 195 work days	. The 195 work days is	s a minimum number o	of work days, team me	mbers may need to w	ork additional days be	yond the work calendar		

Stipends National Board Certification (documentation required) Doctorate Degree (conferred, transcripts required)

\$2,500 \$5,000

** Annual salary advancements for longevity are not guaranteed and are subject to the schoots operational needs and/or budget approved by the School Board

North Charters July 1, 2020 Director Salary Schedule E- Basis -11 Month Calendar*

Pay Scale Group	Pay Scale Level											
	1	2	3	4	5	6	7	8	9	10		
Special Education Director (MOU 5 schools)	145,000	147,000	149,000	151,000	153,000	155,000	157,000	159,000	161,000	163,000		
Special Education Assistant Director (MOU6 schools)	105,000	107,000	109,000	111,000	113,000	115,000	117,000	119,000	121,000	123,000		
-				(
	1	2	3	4	5	6	7	8	9	10		
Assistant Director/ Deputy Director	110,000	112,000	114,000	116,000	118,000	120,000	122,000	124,000	126,000	128,000		
Director of Student Support (MOUStatevide)	140,000	142,500	144,500	146,500	148,000	150,000	152,000	154,000	156,000	158,000		
Director of Operations Mous schools)	140,000	142,500	144,500	146,500	148,000	150,000	152,000	154,000	156,000	158,000		

Stipends National Board Certification (documentation required)

Doctorate Degree (conferred, transcripts required)

\$2,500 \$5.000

Special Education Director is not required to carry a student caseload and is based on 225 work days.

Special Education Assistant Director is not required to carry a student caseload and is based on 220 work days.

Assistant Directors/Deputy Director must hold a minimum of 7 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month
Assistant Consoleration for existent directors/deputy directors is based no 200 work days. The 100 work days is a minimum pumber of work days, and tage members may need to work additional days beyond the work of the 100 work days.

*Annual salary for assistant directors/deputy directors is based on 220 work days. The 220 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar ** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

Additional Supplement Bonus ("Supplement"):

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - 1. The Executive Director must first agree with the teacher on the terms
 - 2. The supplemental work must be separate from the normal job responsibilities.
 - 3. The work must be completed or in the progress of being completed.

Part-time Teachers:

For all part-time teachers.

• Part-time/Full time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than up to 17 hours of work per pay period in July and for up to 8.5 hours of training in August.

• Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
 - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
 - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full-time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
 - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

North Charters July 1, 2020 Classified Salary Schedule 12 Month Calendar

		1	2	3	4	5	6	7	8	9	10
Office Tech 1	Hourly	\$15.024	\$15.385	\$15.745	\$16.226	\$16.707	\$17.308	\$17.788	\$18.269	\$19.471	\$20.072
	Annual	\$31,250	\$32,000	\$32,750	\$33,750	\$34,750	\$36,000	\$37,000	\$38,000	\$40,500	\$41,750
Office Tech 2	Hourly	\$18.029	\$18.510	\$19.111	\$19.591	\$20.072	\$20.673	\$21.274	\$21.875	\$22.476	\$23.077
	Annual	\$37,500	\$38,500	\$39,750	\$40,750	\$41,750	\$43,000	\$44,250	\$45,500	\$46,750	\$48,000
Office Tech 3	Hourly	\$19.231	\$19.832	\$20.433	\$21.034	\$21.635	\$22.296	\$22.957	\$23.678	\$24.399	\$25.120
	Annual	\$40,000	\$41,250	\$42,500	\$43,750	\$45,000	\$46,375	\$47,750	\$49,250	\$50,750	\$52,250
Office Tech 4	Hourly	\$24.038	\$24.760	\$25.481	\$26.322	\$27.043	\$27.885	\$28.726	\$29.567	\$30.409	\$31.250
	Annual	\$50,000	\$51,500	\$53,000	\$54,750	\$56,250	\$58,000	\$59,750	\$61,500	\$63,250	\$65,000
Coordinator	Annual	\$65,500	\$67,500	\$69,500	\$71,500	\$73,500	\$75,600	\$77,500	\$79,500	\$81,500	\$83,500
Manager	Annual	\$81,000	\$83,000	\$85,000	\$87,000	\$89,000	\$91,000	\$93,000	\$95,000	\$97,000	\$99,000

Role/Salary Placements

• All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to staff positions may be compensated out of the salary schedule as approved by the Executive Director.

Advancements on Pay Scale

• An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

• A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

• In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
 - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
 - All applicable work experience earned outside of Lake View Charter Schools, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Nonexempt Employees

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation

- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement"):

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - 1. The Executive Director must first agree with the classified staff member on the terms
 - 3. The supplemental work must be separate from the normal job responsibilities.
 - 4. The work must be completed or in the progress of being completed.

PAYROLL ADVANCE POLICY

POLICY BRIEF AND PURPOSE

Our payroll advance policy describes our terms for advancing pay to our employees as an emergency short-term loan.

SCOPE

This policy applies to all employees, with the exception of the Executive Director and officers of Lake View Charter School. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

POLICY ELEMENTS

"Payroll advance" refers to employees receiving a portion of their pay before their next normal payday. This does not include any money paid to the employee for work-related expenses.

The School is not obliged to pay employees in advance and may choose to do so if employees have qualifying reasons.

CONDITIONS FOR REQUESTING A PAYROLL ADVANCE

Employees can ask for a pay advance if they:

- *Have been employed with the school for three consecutive months.*
- Have not taken any other company-sponsored loan.
- Do not have any current negative evaluations or disciplinary actions.

These conditions apply to all eligible employees without discrimination against protected characteristics.

Employees should have a legitimate reason to ask for advance pay, usually an unexpected or unavoidable occurrence. Examples of such reasons, although not conclusive, are for:

- Family or personal emergencies (e.g. being victims of a robbery or fire, having to pay funeral fees)
- Hospital bills not covered by medical insurance
- *Car repairs not covered by insurance*
- To save a family home

Examples of non-qualifying reasons, include but are not limited to:

- Taking a planned vacation
- Entertainment expenses
- Gambling
- Fines

PAYROLL ADVANCE TERMS

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should discuss the situation with their Executive Director. The Executive Director may decide to make exceptions on a case-by-case basis.

We will deduct the amount of the advance pay from an employee's future paychecks. This may mean:

- Depending on the amount, deducting the full amount from their next paycheck.
- Repaying the amount in small installments out of a number of future paychecks.

The repayment terms must be in writing and signed by employees and will comply with applicable laws.

We will not charge any administrative fees or interest.

If an employee resigns or is terminated before they repay their payroll advance, HR, subject to approval by the Executive Director, is responsible for reaching a new agreement with the employee. Any relevant legal requirements (whether federal, state or local) must be followed.

PAYROLL ADVANCE AGREEMENTS

Employees who want to request a payroll advance should request a Payroll Advance form from HR. They must:

- Indicate their reasons for filing the form.
- State the amount of money they want to receive in advance.
- Sign to accept this policy's terms.

This procedure must be followed:

- 1. Employees should submit the form to their Executive Director or their Supervisor, if the Executive Director is unavailable.
- 2. The Executive Director should first review the form. If they approve, they must sign the form and submit it to HR.
- 3. HR and the CFO or designee must also review the form and decide whether to grant the employee's request in consultation with the Executive Director. If they approve, HR must create an agreement form for the pay advance and repayment terms taking any applicable taxes into account. This agreement must be signed by HR, the CFO or designee and the employee and include relevant dates.
- 4. HR must forward the signed agreement to the accounting department. The accounting department will generally give employees their advance pay through check or bank transfer within a week, if possible, after receiving the form.

If the request is denied, the Executive Director must inform the employee.

The advance must be paid back within one year of the initial payment to the employee, subject to applicable law. If there is a problem with meeting the requirement then the employee must sign an agreement that moves them toward quickly meeting that requirement.

NOTICE TO BOARD

The Board must be informed by the Executive Director if an employee resigns prior to repaying their payroll advance.



Educational Vendor Policies and Procedures

Lake View Charter School ("Charter School") is focused on "Personalized Learning", a philosophy that puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In furtherance of this philosophy and Charter School's educational mission, families and Charter School staff together carefully select educational items and services for students to fit their goals and education plan.

The purpose of the Lake View Charter School Governing Board approving the Educational Vendor Policies and Procedures is to accomplish the key requirements detailed in this policy, including:

- 1. The Executive Director (as defined below) must approve all vendors before they can provide educational items or services to students.
- 2. The Homeschool Teacher (as defined below) and Executive Director (as defined below) must approve all requests for educational items or services to ensure they are aligned with the charter petition and student's personalized learning curriculum.
- 3. No family may spend, or obligate the Charter School to spend, any Charter School monies on educational items and services. Charter School is responsible for making purchases of approved educational items and services.

VENDOR APPLICATION AND APPROVAL

1. Educational Vendor Applications: Charter School contracts with educational vendors who provide educational enrichment services (e.g., in-person educational activities) and items (e.g., textbooks, workbooks, etc.) to students. Vendors must submit an application to Charter School detailing critical information such as qualifications and services. Charter School shall carefully review Vendor's application, website, available references, social media, and other pertinent information.

The Executive Director or his/her designee ("Executive Director") must approve all educational vendors and enter into an agreement with approved vendors before a vendor can provide any educational services to students. The Executive Director may reject a vendor applicant or terminate vendor services for any reason. The Executive Director may delegate his/her authority to approve vendors as necessary to promote the effective operations of the Charter School. For educational products, parents may submit requests specific educational products from a particular vendor (e.g., pencils from an online store). The Charter School's approval of the educational product request (approval process described below) serves as vendor approval.

2. Vendor Guidelines: The Executive Director is responsible for approving vendors, and must ensure the vendor meets guidelines, including, but not limited to the following:

- Vendor must have the qualifications, skills and, if applicable, the certification and licenses necessary to perform the requested services in a competent and professional manner.
- Vendor conducts background checks pursuant to Education Code section 45125.1 to ensure Vendor (if an individual), its employees, and agents who interact with students have not committed a serious or violent felony.
- Vendor services and/or products must be non-sectarian. Vendor's services and products must not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other protected basis under California law.
- Vendor must maintain adequate levels of insurance for its educational services.
- Vendor must not be a private school offering services through a part-time program (e.g., after school programs) or a parent-organized group (also known as "co-op").
- Vendors must qualify as independent contractors in accordance with applicable laws. This is determined by the Executive Director based on vendor representations and vetting by the Charter School or its service provider.
- 3. Vendor Agreement: Once the Executive Director has approved a vendor, the vendor and Charter School must enter into a vendor agreement before the school can order educational services from the vendor. Considering families may have one-off requests for educational products, a vendor agreement may not be necessary for the Charter School to purchase educational products (e.g., ordering pencils from an online store for one student). The vendor agreement will include protections set forth in this policy, including, but not limited to requiring background checks for staff interacting with students, prohibitions on non-sectarian/discriminatory items and services, insurance and indemnification provisions, and more.

REQUESTING EDUCATIONAL SERVICES AND ITEMS

1. **Requests:** Students make requests for educational services and items through the Enrichment ordering system. The Enrichment ordering system is accessible on the Charter School website and features a list of approved educational vendors. All requests for educational services and items must: (i) first be approved the credentialed teacher assigned to supervise student's independent study ("Homeschool Teacher"); and (ii) approved by the Executive Director or designee. The Executive Director may delegate his/her authority to approve parent requests for educational items and services as necessary to promote the effective operations of the Charter School.

The Executive Director can deny any request for educational items or services in his or her sole discretion for any reason. Families cannot directly purchase, or obligate the Charter School to purchase, any educational items or service without Charter School's approval.

The Charter School establishes a planning amount for students for educational items and services per full school year. Parents and students are not guaranteed to receive any educational items and services up to and equal to this planning amount, as a Homeschool Teacher and the Executive Director must approve all requests. The planning amount is also not a mandatory cap limiting the Charter School's ability provide necessary educational services to students (e.g., pursuant to a student's individualized education

program). The Charter School developed this planning amount to help ensure the school provides educational items and services aligned with its budget and to help ensure fair and equal treatment of students, to the extent consistent with individual needs. Parents and students are not given access to direct or encumber planning amount funds. Parents are encouraged to work with their Homeschool Teacher to develop multi-year plans for their children because their educational needs may vary from year-to-year. While the Charter School does not guarantee any specific amount of funding for educational services and items, a multi-year plan empowers the Charter School and families to develop a personalized course of study suited to their children's needs and the Charter School to effectively budget for all students. The planning amount cannot be transferred to any other student.

The Homeschool Teacher and Executive Director are responsible for granting requests and allocating educational products and services in a nondiscriminatory manner. The Charter School shall seek to purchase cost-effective educational items and services. The Homeschool Teacher and Executive Director shall ensure purchased educational items and services meet the following requirements:

- From approved vendors only.
- Support the requesting student's personalized curriculum and education plan.
- Must be aligned with State standards, student's course of study (e.g., requested amount of fabric corresponds to length of course/project), or student's independent study master written agreement.
- From a vendor who is not related to the Charter School family requesting the educational items or services and otherwise does not present conflict of interest concerns.
- 2. Core Subject Curriculum: The Homeschool Teacher and Executive Director must ensure students access all necessary "core subject curriculum" education items/services necessary for the student to complete his/her State standards-aligned course of study before approving any extracurricular activities or supplemental educational or enrichment items. Core subject curriculum includes physical curriculum like McGraw Hill Textbook Set and associated workbooks and access to digital educational platforms such as Odysseyware or StongMind Digital Learning.
- 3. Enrichment Certificates: After the Homeschool Teacher and Executive Director approve a request through the Enrichment ordering system, an "Enrichment Certificate" is created by Charter School. Charter School requests educational services and items from approved vendors through Enrichment Certificates. If necessary, Charter School may use an approved vendor's purchase order form in lieu of an Enrichment Certificate. Certificates/purchase orders should include important information, including the requested educational services, dates of services, Enrichment Certificate/PO Number, and approved cost for services.

Vendors must receive an approved Enrichment Certificate/purchase order before providing educational services or items to students. Vendors must receive the Enrichment Certificate/purchase order and provide the requested education services before submitting an invoice to Charter School.

4. **Prohibited Requests:** Charter School students can only request education services and items available in the Enrichment ordering system. Homeschool Teachers and Executive Directors will only approve requests for educational items and services that are educational quality (e.g., not top of the line). Only basic items and services may be approved. Charter School will not approve educational items or services beyond what is needed to meet a

student's learning objectives.

The following is a non-exhaustive list of prohibited items and services:

- Backpacks
- Amusement park tickets
- Video game hardware or software
- Excessive quantities of any item or service (e.g., beyond student's course of study).
- Non-educational household items (e.g., storage containers, organizational items (large or small items), picture frames, etc.)
- Bicycles, tricycles, scooters, skateboards, rollerblades, roller skates, wagons, etc.
- Live animals or animal supplies small insects/amphibians/worms as a part of a science class. Certain kit and supplies can be ordered by a student (e.g., praying mantis, caterpillars, ladybugs, or silkworms to study; ant farms; or tadpoles)
- Top of the line musical instruments (where more reasonably-priced options are available)
- Educational items and services must be nonsectarian
- Taxis/Uber/Lyft rides and other transportation costs
- 5. Educational Field Trips: While families are prohibited from requesting trips to noneducational venues, they can request to join educational field trips through the enrichment ordering system (e.g., museums, aquariums, libraries, etc.) The Executive Director and Homeschool Teacher shall carefully scrutinize each request to ensure the requested educational field trip aligns with the student's course of study and furthers their education and that all participants are necessary for student transportation, safety and supervision.

In light of the Charter School providing an independent study program, it is anticipated that a parent/guardian may need to serve as chaperone and transport their children for approved educational field trips. The Charter School Board finds funding the actual, reasonable, and necessary costs for a chaperone to access the educational field trip (e.g., ticket to museum, embedded transportation costs) furthers public school purposes where necessary or desirable to allow students to participate in educational field trips.

6. Student and Family Responsibilities:

- A. <u>Returning Educational Products</u>: All educational items requested through the Enrichment ordering system are the property of the Charter School. This includes any technology, textbooks, and other educational items. Families must return all educational products upon disenrollment or upon request by the Executive Director or Homeschool Teacher. In accordance with applicable law, parents are responsible for to replace lost, stolen, damage, or otherwise unreturned educational items.
 - Certain items are "consumable", meaning they are not functional after use (e.g., workbooks). These items can be discarded by families after use.
- **B.** <u>Damaged or Lost Educational Items</u>: Parents are responsible for replacing lost, stolen, damage, or otherwise unreturned educational items to the extent allowed under applicable law. If an educational item is damaged, parents must immediately contact the Homeschool Teacher for support.

<u>Required Attendance</u>: Students must attend regular learning period meetings with their Homeschool Teacher to discuss progress, turn in quality work samples, and complete their

Student Activity Logs (Attendance Logs) in order to make requests for extracurricular educational activities (e.g., non-core curriculum items) through enrichment ordering system.

7. **Questions:** If Charter School families have any questions about this policy or how to make requests for educational items and services, please contact Executive Director, Julie Haycock at julieh@inspireschools.org.



Field Trip Policy

The Governing Board of Lake View Charter School recognizes that school-sponsored trips are an important component of a student's development. These types of trips supplement and enrich the homeschooling and classroom learning experience. In addition, field trips encourage new interests among students, make them more aware of community resources, and help them relate their school experiences to the outside world. School-sponsored field trips may be conducted in connection with the Lake View Charter School's course of study or school-related social, educational, cultural, athletic, school band activities or other extracurricular or cocurricular activities.

The purpose of the Lake View Charter School Governing Board approving this Field Trip Policy is to accomplish the following:

- 1. Outline the Requirements for a Field Trip
- 2. Explain Supervision, Chaperone and Guest Policies
- 3. Explain Accommodation Options for Special Education Students
- 4. Identify Student and Family Responsibly While Attending Field Trips
- 5. Identify Transportation Options for Field Trip Attendance
- 1. Requirements for a Field Trip: No field trips may be made to locations, activities, or programs where students will be treated unfairly based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, equal rights, and opportunities in the educational institutions of the state.

School-sponsored trips are those that are single-day, community based or those that are specifically approved by the Governing Board of Lake View Charter School (such as multiday trips, or those costing the Lake View Charter School in excess of \$250 per pupil). The Executive Director of Lake View Charter School shall establish a process for approving a staff member's request to conduct a school-sponsored trip that fall outside the limitations of this section. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, school and student expense, and transportation and supervision requirements. Executive Directors may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

All field trips are voluntary, and no student is required to attend any given field trip. A student's ability to attend any field trip is limited by the amount of enrichment funds available for that student. The teacher of records is responsible for mapping out a child's field trip plan for the year to enhance the child's educational plan.

2. Field Trip Supervision: Given the need for adequate supervision of the students attending school-sponsored trips and given the nature of the educational program offered by Lake View

Charter School, if applicable, Lake View Charter School will pay for the costs of admission for one chaperone for each four (4) children in a family and enrolled in Lake View Charter School. If applicable, Lake View Charter School will pay for the costs of admission for an additional chaperone for additional children in a family and enrolled in Lake View Charter School in excess of four (up to eight). Children in a family means children living, part- or full-time, with a parent/guardian, irrespective of adoptive status or marital status of the parents/guardians. The funds used to pay for the chaperone as allowed in this paragraph shall be instructional funds available to each family.

Families are limited to one school-sponsored overnight field trip per year with admission paid for one chaperone using enrichment funds. Lake View Charter School will not provide the cost of admission for any chaperones for vendor trips and independent enrichment trips.

It is the responsibility of parents/guardians to ensure proper supervision over their children enrolled in Lake View Charter School at all times during a school-sponsored trip. Chaperones may take their own non-enrolled children (two years and older) as guests on appropriate school-sponsored trips, provided they assume full responsibility for their behavior and, with approval of the Executive Director.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.

- **3.** Accommodations: If a family requires special accommodation due to a child's special education needs identified in the child's Individual Education Plan (IEP) or Section 504 plan, the family may request accommodation from the Executive Director.
- 4. Student and Family Responsibilities: All persons making the field trip or excursion shall be deemed to have waived all claims against the Lake View Charter School or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion. All adults, parents and guardians taking any field trip or excursion shall sign a statement waiving all claims.

All students on a school-sponsored trip are under the jurisdiction of Lake View Charter School and shall be subject to school disciplinary rules and regulations.

Before a student can participate in a school-sponsored trip, the organizing teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities.

5. Transportation: Parent(s)/guardian(s) are solely responsible for transporting their children to the location where the field trip starts. The organizing teacher will provide the location for the field trip, and the time to meet, to the parent(s)/guardian(s) once the field trip has been confirmed.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for

the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.



Teacher Certification Policy

Lake View Charter School is committed to providing a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Executive Director designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or the Charter School requirements for the position.

The purpose of the Lake View Charter School Governing Board approving this Teacher Certification Policy is to accomplish the following:

- 1. Outline the State Requirements for Appropriately Assigned and Credentialed Teachers
- 2. Define Valid Certification
- 3. Establish the Requirement for Charter Schools and Teaching Credentials
- 4. Outline the Process for Maintaining Certification Documents
- 5. Establish the Support to Teachers Holding Preliminary Credentials
- 6. Identify the Procedures for Hiring Based on Unavailability of Credentialed Teacher
- 7. Outline the Declaration of Need Requirements
- 8. Establish the Procedures for Employing Non-Credentialed Teachers
- 1. State Requirements for Appropriately Assigned and Credentialed Teachers: State financing of school instruction is premised on pupils being taught by teachers who have authorization from the State of California to teach in public schools. As such, state law establishes various conditions, requirements, and penalties on charter schools to ensure that only authorized personnel are hired to teach. In addition, the State establishes requirements for the issuance of teacher credentials and other requirements designed to ensure that teachers are appropriately assigned.
- 2. Define Valid Certification: A valid certification is any state-issued certificate or credential (a "Credential"), including a vocational credential and internship credential or certificate, life document or diploma, emergency 30-day substitute teaching permit, or emergency permit or waiver, that is not expired or revoked.
- **3. Requirement for Charter Schools:** Charter schools are required to hold the Commission on Teacher Credentialing ("CTC") certificate, permit or other document required for the teacher's certificated assignment. Teachers that were employed by Lake View Charter School during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. Teachers that are newly hired for their assignment in the 2020-21 school year and beyond, or who maintain employment at the Lake View Charter School but are assigned to a new teaching assignment, are required to hold the appropriate certification for their assignment.

- In addition to any specific Credential required for the teacher's assignment, all teachers are required to hold a Credential to provide instruction to limited-English-proficient pupils. All teachers employed by the Lake View Charter School shall have their professional fitness evaluated by the CTC by July 1, 2020.
- 4. Process for Maintaining Certification Documents: The certificate, permit or other document shall be maintained and on file at the School and are subject to periodic inspection by the Buckeye Union Elementary School District.
- **5. Support for Teachers Holding Preliminary Credentials:** The Executive Director or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.
- 6. Hiring Based on Unavailability of Credentialed Teacher: The Executive Director or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Executive Director or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)
 - 1. A candidate who enrolls in an approved intern program in the region of the Charter School and possesses an intern credential
 - 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC
 - 3. The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)
 - 4. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

- 7. The Declaration of Need: The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the Charter School's specified employment criteria for the position(s) and that the Charter School has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the Charter School estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)
- 8. Non-Credentialed Teachers: Whenever it is necessary to employ non-credentialed teachers to fill a position requiring certification qualifications, the Executive Director or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional

programs. Lake View Charter School has the authority to request an emergency permit or a waiver from the CTC.



Public Random Drawing/Lottery Policy

Lake View Charter School is committed to providing quality education to all students who wish to attend, within the school boundaries. Based on available resources, it may be necessary to limit admissions, and in that event a Public Random Drawing/Lottery will be held to determine admission. Lake View Charter School ensures admission will not be based on any protected characteristics, including, but not limited to, disability, race, gender, national origin, and religion.

The purpose of the Lake View Charter School Governing Board approving the Public Random Drawing/Lottery Policy is to accomplish the following:

- 1. Establish the procedures under which the Lake View Charter School ("School") will conduct the School's public random drawing/lottery in the event that applications for enrollment exceed the School's capacity.
- 1. Enrollment: The School is a non-classroom based charter school that operates solely as an independent study program. Admission to the School is open to any student who resides within the boundaries of El Dorado County or an adjacent county. The School will accept all students who wish to attend, so long as it has the capacity to serve them. The School's Governing Board will annually determine the maximum enrollment for each school year based on, among other factors, the annual budget, staffing, and available resources prior to the start of the Open Enrollment Period. Limits may be established by grade level and for the school as a whole.

The Board will set an Open Enrollment Period each year. Applications will be accepted during the publicly advertised Open Enrollment Period each year for enrollment during the following school year. Following the close of the Open Enrollment Period, applications shall be counted to determine whether the School has received more applications than maximum enrollment capacity. If the number of pupils who wish to attend the School exceeds the School's capacity for a specific grade level, enrollment in the impacted grade level or levels will be determined by a Lottery conducted in accordance with the procedures set forth in this Policy and applicable law. Admission preferences will only be extended consistent with this Policy, the School's charter, and applicable law.

Admission preferences will not be based on any protected characteristics, including, but not limited to, disability, race, gender, national origin, and religion. In addition, enrollment preferences will not limit enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, or foster youth.

2. Lottery Procedures: In the event that there are more students who wish to attend the School than there are spots available upon closure of the Open Enrollment Period, the School will conduct a Lottery during the Spring semester prior to the academic year for which enrollment is sought.

All pupils, except those who are guaranteed admission as provided in this Policy and the School's charter, who wish to enroll in the School must participate in the Lottery subject to the following:

1. Students who reside within the boundaries of the Buckeye Union Elementary School District ("District") will have their names placed in the Lottery pool twice.

2. Students who reside outside the boundaries of the District will have their names placed in the Lottery once.

The following students are exempt from the Lottery and are guaranteed enrollment in the School: (1) students currently enrolled in the School at the close of the Open Enrollment period; and (2) siblings of currently enrolled students. "Sibling" is defined as a pupil who has at least one biological or adoptive parent in common with the admitted pupil, or who has been legally adopted by or placed under the legal guardianship of at least one biological or adoptive parent of the admitted pupil. Step-siblings are only considered siblings if they reside at the same address as the sibling who is admitted into the School; and (3) children of staff members employed by Lake View Charter School.

Public notice of the Open Enrollment Period and date of the Lottery will generally be posted on the School's website and the notice will provide the date, time, and location of the Lottery at least 10 days prior to the commencement of the Open Enrollment Period. This information will also be included in application forms. The Lottery will be conducted [by grade-level and] by the Executive Director or his/her designee using a random method of selection. Unique identifiers will be assigned to each applicant. The conduct of the Lottery will be open to the public and families are encouraged, but not required, to attend. The Executive Director or his/her designee will announce each applicant who is granted admission through the Lottery. Once the enrollment cap has been reached, the Executive Director or his/her designee will continue to drawing applicants will then be placed on the waitlist in the order drawn. Successful applicants will be notified electronically or by mail.

If a student is extended an offer of admission due to one of the preferences noted in this Policy or the School's charter, the School may request supporting documentation as part of the enrollment process. The School will conduct a verification of such documentation prior to finalizing the student's enrollment and may disqualify an applicant submitting materially false information.

After the Lottery process, and once an offer has been accepted by the family, additional information may be requested as part of the registration process. Following acceptance through the Lottery, students who are offered admission at the School at the time of the Lottery will have 10 calendar days to complete the registration process. If a student fails to timely complete the process, the spot may be filled from the waiting list.

Enrollment offers are valid only for the academic year for which the Lottery is conducted. There is no option to defer an offer of enrollment. Students accepting enrollment must generally complete required independent study agreements within seven (7) days of the beginning of the school year, unless otherwise advised by the School.

3. Waitlist: If a slot becomes available because an accepted student declines enrollment, fails to timely complete the enrollment process, a student leaves the School after the start of the academic year, or as spots become available, the School may notify families on the waitlist in the order they appear on the waitlist.

Students drawn from the waitlist shall have five (5) school days to accept the enrollment slot (via telephone or email to the School) and proceed with the registration process. Applicants must complete a registration packet with all required documentation and by the deadline given by the School to confirm enrollment.

Students who are not offered a spot for the academic school year for which the Lottery was held may remain on the waitlist for that academic year unless the parent or guardian requests that the student be removed from the waitlist earlier. The waitlist shall not carry over from one year to the next. Students who have not been admitted will be required to submit a new enrollment application for the next school year and are required to participate in the Lottery if space is limited.



Lake View Charter School

Comprehensive School Safety Plan

SB 187 & SB 334 Compliance Document

2020-2021

This document is to be maintained for public inspection during business hours

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Lake View Charter School

Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237

Part 1: District Commitment to School Safety

Lake View Charter School is committed to ensuring that all enrolled students and all employees are safe and secure. Lake View Charter School believes that a beginning step toward safer schools is the development of a comprehensive plan for school safety by every school. Lake View Charter School intends that parents, students, teachers, administrators, counselors, classified personnel, and community agencies develop safe school plans as a collaborative process. The plan will be reviewed and updated on an annual basis and proposed changes will be submitted to the Board for approval.

Lake View Charter School

Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237

Part 2: Legislative Requirements

The California Education Code (sections 35294-35294.9) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

This requirement was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 187/SB 334 to contain the following elements:

Plans for Charter Schools must "identify appropriate strategies and programs that provide and maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, *including but not limited to*" the following:

- A. Employee Fingerprint/Background Check Ed Code 44237
- B. Child Abuse Reporting Procedures Penal Code 11165.5 & .6
- C. Emergency/Disaster Plans Ed Code 32287; CCR Title 8, Sec 3220; ADA
- D. Suspension/Expulsion policies and procedures Ed Code 48915
- E. Procedures to notify teachers of dangerous pupils Ed Code 49079
- F. Discrimination and Harassment Policy (include hate crime reporting procedures and policies)*
- G. Schoolwide Dress Code (if it exists including prohibition of gang-related apparel)
- H. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school site (pick-up, drop-off, maps, etc.)
- I. A safe and orderly environment conducive to learning at the school

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

Lake View Charter School

Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237

Part 3: Maintaining a Safe and Orderly Environment

It is a priority of the administration and staff at Lake View Charter School that every student who attends our school will be provided with an environment in which the students not only feel physically safe, but that there is also a positive school climate in all activities.

Our administration and staff desire to provide an orderly, caring, and nondiscriminatory learning environment in which all students can feel comfortable and take pride in their school and their achievements.

Our administration encourages staff to teach students the meaning of equality, human dignity, and mutual respect, and to employ cooperative learning strategies that foster positive interactions among students from diverse backgrounds.

Students shall have opportunities to voice their concerns about school policies and practices and to share responsibility for solving problems that affect their school. Staff shall encourage and reward success and achievement, participation in community projects, and positive student conduct.

Our school network promotes nonviolent resolution techniques in order to encourage attitudes and behaviors that foster harmonious relations. Staff shall receive training which implements and supports conflict resolution (California Education Code Sections 32230-32239, 35160, 35160.1, 44806).

Lake View Charter School remains in compliance with existing laws related to school safety. This plan outlines several elements critical to maintaining a safe school environment.

Lake View Charter School

Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237

Part 4: Criminal Background Check

CRIMINAL BACKGROUND CHECK

Lake View Charter School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. Lake View Charter School will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with Lake View Charter School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to Lake View Charter School prior to the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by Lake View Charter School may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

Lake View Charter School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

Lake View Charter School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, Lake View Charter School will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Lake View Charter School's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with Lake View Charter School.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Child abuse reporting law (Penal Code Section 11166) requires that a Lake View Charter School employee who has reason to believe that a child has been subjected to abuse, report the incident to the proper authorities.

At Lake View Charter School, protecting children from child abuse is a major priority. Each year the administration sets aside time to meet with staff to discuss child abuse indicators and to remind teachers of the procedures to follow when abuse is suspected.

Employees of Lake View Charter School are familiar with Penal Code Section 11166 and understand the requirement that certificated and classified personnel report suspected child abuse immediately or as soon as practically possible to Children's Protective Services by telephone. They are aware that a call must be followed within at least 36 hours by a written report to the child protective agency.

All staff is aware of the location of a Child Abuse Information Folder that is kept on file and updated regularly. It includes informational literature, guidelines for recognizing abuse and specific directions for reporting it.

The determination as to who should be contacted will depend greatly upon the situation at hand. The local law enforcement agency will dispatch a unit to the school as soon as possible. Children's services may take much longer to respond. School personnel should always take into consideration the severity of the abuse and the extent to which the student's safety is at risk.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

The requirements of school personnel and the identification and reporting of known or suspected child abuse to a protective agency is mandated by the State of California Penal Code. In fact, failure to do so on the part of school personnel could lead to penalties which might be imposed on these individuals. Lake View Charter School board policies are continually updated to reflect appropriate legislation. Excerpts from the California Penal Code and Lake View Charter School Board Policy are presented below.

From California Penal Code Section 11166

...any child care custodian, health practitioner, or employee of a child protective agency who has knowledge or observes a child in his or her professional capacity within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

Lake View Charter School

Child Abuse Prevention Programs

Recognizing that our responsibility to students includes the protection of their physical and mental well-being, the Governing Board desires to provide whatever opportunities or resources may be available for the prevention of child abuse.

The Board agrees with the Legislature that:

- 1. Child abuse and neglect is a severe and increasing problem in California.
- 2. School districts and preschools are able to provide an environment for training of children, parents, and all school district staff.
- 3. Primary prevention programs in the school districts are an effective and cost-efficient method of reducing the incidence of child abuse and neglect and for promoting healthy family environments.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Lake View Charter School

- Child Abuse Prevention Programs (Continued)

The Executive Director shall explore funding and assistance available for the establishment of programs directed toward preventing the occurrence of child abuse, including physical abuse, sexual assault, and child neglect, and reducing the general vulnerability of children, including coordination with and training for parents and school staff.

Parents shall be given notice of, and may refuse to have their children participate in, prevention training program.

Lake View Charter School

Child Abuse and Neglect

Duty to Report

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within thirty-six hours. The reporting duties are individual and cannot be delegated to another individual.

Definitions

- 1. "Child Abuse," as defined by law, pursuant to Penal Code 273 and 11165, and for purposes of this regulation includes the following:
 - a. Physical abuse resulting in a non-accidental physical injury.
 - b. Physical neglect, including both severe and general neglect, resulting in negligent treatment or maltreatment of a child.
 - c. Sexual abuse including both sexual assault and sexual exploitation.
 - d. Emotional abuse and emotional deprivation including willful cruelty or unjustifiable punishment.
 - e. Severe corporal punishment.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Lake View Charter School

- Child Abuse and Neglect (Continued)

2. "Mandated Reporters" are those people defined by law as "child care custodian," "medical practitioners" and non-medical practitioners" and include virtually all school employees. The following school personnel are required to report:

Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, employees of a child care institution, head start teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.

- 3. "Child Protective Agencies" are those law enforcements and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.
- 4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (California Penal Code 11166)

Reporting Procedures

1. To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. The verbal report will include:

- a. The name of the person making the report.
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Lake View Charter School

- Child Abuse and Neglect (Continued)

At the time the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Within thirty-six (36) hours of making the telephone report, the mandated reporter will complete and mail a written report to the local child protective agency.

The written report shall include completion of the required standard Department of Justice form (DOJ SS 8572).

The mandated reporter may request and receive copies of the appropriate form either from the school district or directly from the local child protective agency.

Detailed instructions for completion of the form are on the back sheet of the form. Reporters may request assistance from the site administrator in completing and mailing the form; however, the mandated reporter is still responsible for ensuring that the written report is correctly filed.

3. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. The site administration, when notified, shall inform the Executive Director.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that the verbal or written reporting procedures are carried out according to state law and district regulations. If requested by the mandated reporter, the Executive Director may assist in the completion and filing of these forms.

Legal Responsibility and Liability

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Lake View Charter School

- Child Abuse and Neglect (Continued)

- 2. A mandated reporter who fails to report an instance of child abuse, which he/she knows to exist or reasonably should know to exist, is guilty of a misdemeanor and is punishable by confinement in jail for a term not to exceed six (6) months or by a fine of not more than one thousand dollars (\$1,000) or both. The mandated reporter may also be held civilly liable for damages for any injury to the child after a failure to report.
- 3. When two (2) or more persons who are required to report jointly, have knowledge of suspected instance of child abuse, and when there is agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.
- 4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the Executive Director shall <u>not</u> notify the parent or guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent or guardian.

It is the responsibility of the peace officer to notify the parent or guardian of the situation. Peace officers will be asked to sign an appropriate release or acceptance of responsibility form (cf. 5145.11 – Questioning and Apprehension).

Lake View Charter School

Section B: Child Abuse Reporting Procedures - Penal Code 11165.5 &.6

Part 1: Child Abuse Reporting Procedures

Lake View Charter School – Child Abuse and Neglect (Continued)

When School Employees are Accused of Child Abuse

Regardless of who child abusers may be, the major responsibilities of mandated reporters are to (1) identify incidents of suspected child abuse, and (2) comply with laws requiring reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is <u>not</u> the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Parent/guardians or members of the public accusing school employees of child abuse should be made aware of the ramifications of making false reports and should be provided with information regarding child abuse and child abuse reporting.

Pending the outcome of an investigation by a child protective agency and prior to the filing of formal charges, the employee may be subject to reassignment or a paid leave of absence.

Disciplinary action resulting from the filing of formal charges or upon conviction shall be in accordance with district policies, regulations and/or collective bargaining agreements. The Executive Director or designee should consult with legal counsel in implementing either suspension or dismissal.

Lake View Charter School

Section C: Emergency/Disaster Plans - Ed Code 32287; CCR Title 8, Sec 3220 ADA

Part 1: General Information – Disaster

Lake View Charter School will take all necessary measures to keep students, staff and visitors safe in the event of a disaster. The following sections of this plan outline basic responsibilities for all staff for specific incidents

The Lake View Charter School has developed a Standardized Emergency Management System (SEMS) Plan that outlines in more detail, specific responsibilities for Emergency Response Teams at this school.

This Emergency Action Plan is being developed to provide information to the staff at Lake View Charter School to ensure pertinent information is available in the case of an incident that warrants a response. It is written in accordance with California Code of Regulations, Title 8, Section 3220 which outlines the components required for a plan. There are also components of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS), including the Incident Command System incorporated in this plan. The purpose for the inclusion is that while Lake View Charter School may not have students on site, it will serve as an Emergency Operations Center if a multi-site incident occurs and support is needed for school or local community. At that time, the role of Lake View Charter School would be to serve as a resource and clearinghouse for information.

The plan is developed with a multi-hazard perspective to make it applicable to the widest range of emergencies and disasters, both natural and human caused. However, Administrators retain the flexibility to modify procedures and/or organization structure as necessary to accomplish the emergency response and recovery missions in the context of a particular hazard scenario.

The individual(s) responsible for implementation of this plan or to contact for any clarification is:

Name: Julie Haycock Phone: 916-660-2924 Department: Executive Director Email: julie@lakeviewcharterschool.org

Name: Shannon Breckenridge Phone: 916-660-2924 Department: Assistant Director Email:shannon@lakeviewchartereschool.org

Plan Approval:

Name of Responsible Party

Title

Signature

RECORD OF DISTRIBUTION

Office/Department	Representative	Signature
		Unice/Department Representative Image: Ima

EMERGENCY TELEPHONE NUMBERS

FACILITY EMERGENCY NUMBERS	
 Emergency Operations Center (Managing Director's) 	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
 Alternate Location (Office phone #) 	Students primarily school at home. Parents would use local emergency information pertaining to where they live.

LOCAL AGENCIES/OTHERS	
1) Local Police	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
2) Local Fire	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
3) American Red Cross	(916) 993-7070
4) Electric Utility Company	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
5) Local Gas Company	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
6) Local Water Company	Students primarily school at home. Parents would use local emergency information pertaining to where they live.

In the event of a major emergency or disaster, the 9-1-1 emergency system may not function because of traffic overload. If you have a situation requiring immediate aid from police, fire or medical personnel you should try to use the 9-1-1 number first for immediate aid.

INTRUSION AND/OR FIRE ALARMS

Students learn primarily at home. 9-1-1 should be called in an emergency.

PLAN IMPLEMENTATION

A key component to this plan is the Incident Command System (ICS). The five basic functions of: Management, Operations, Logistics, Planning/Intelligence and Finance/Administration must remain consistent, but the formation of the teams within those sections can be flexible to meet each school's needs.

To properly complete the EOP, the school needs to: (1) Assign roles for Management staff and Section Chiefs (2) form the site emergency teams, (3) provide the appropriate training for all staff (4) conduct exercises to test the plan, and (5) update the plans as needed.

Employees shall be offered training on the specifics of this plan when it is initially developed and when new employees are hired. Employees should be retrained when the plan changes due to a change in the layout or design of the facility, when new equipment, hazardous materials, or processes are introduced that affect evacuation routes, or when new types of hazards are introduced that require special actions. It would also be helpful to provide annual awareness training as a reminder. General training for employees should address the following:

- Individual roles and responsibilities.
- Threats, hazards, and protective actions.
- Notification, warning, and communications procedures.
- Emergency response procedures.
- Evacuation, shelter, and accountability procedures.
- Location and use of common emergency equipment.
- Emergency shutdown procedures.

Additional training may also need to be provided (i.e. first-aid procedures, portable fire extinguisher use, etc.) depending on the responsibilities allocated employees in the plan.

Once the emergency action plan has been reviewed with employees and everyone has had the proper training, it is a good idea to hold practice drills as often as necessary to keep employees prepared. Include outside resources such as fire and police departments when possible. After each drill, gather management and employees to evaluate the effectiveness of the drill. Identify the strengths and weaknesses of your plan and work to improve it.

ABOUT EMERGENCY MANAGEMENT SYSTEMS

Through the years, those agencies responsible for disaster response have come up with several different models for coordinating that response. Although these models differ, they share a common background: The Incident Command System (ICS). As a member of your school's emergency response team, you will need to be familiar with ICS and the emergency management systems used in California.

Incident Command System (ICS) Developed in the 1970's by Southern California Fire Protection Agencies, this system was designed to coordinate multi-jurisdictional response. The beauty of ICS is that it is based upon common terminology and on the division of response activities into five functional units that essentially eliminates the possibility of the duplication of efforts. ICS became the model for the state's system.

Standardized Emergency Management System (SEMS) Developed in response to the lack of agency and multi-jurisdictional coordination during the Oakland Fires of 1991, SEMS became the state-wide standard for coordinated emergency response. All agencies involved in emergency response are legally required to use SEMS. In fact, the <u>STATE</u> reimbursement of local costs incurred for emergency response/recovery is tied to the use of SEMS.

National Incident Management System (NIMS) After the national tragedy on September 11, 2001, it became clear that the country needed an emergency response system to address incidents that affected the entire nation. The national government looked at the system used in California and used it as a model to develop a national response system called NIMS. It is a FEMA approved emergency response system and will become the national model. National compliance was expected by 2006 but is still in progress. <u>FEDERAL</u> funding for emergency response/recovery grants is tied to the use of NIMS.

SCHOOL RESPONSE

In 1994 the State of California legislators passed the Petris Bill. This bill *requires* schools (who are considered to be special districts) to use the SEMS model in planning for, and responding to, school emergencies and disasters. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE HSPD-5, which mandated the development and implementation of NIMS, now requires schools to integrate that system into their plans as well.

WHAT SPECIFIC LAWS* APPLY TO SCHOOLS

THE FIELD ACT

(Garrison Act and Riley Act)

Sets building code standards for construction and remodeling of public schools and assigns the responsibility for assuring building code compliance to the Division of the State Architect.

THE KATZ ACT

Requires schools to establish an earthquake emergency system:

- Develop a disaster plan
- Conduct periodic drop and cover drills, evacuation procedures and emergency response actions—once each quarter in elementary schools and once each semester in secondary schools
- Provide training to students and staff in emergency response procedures
- Be prepared to have your school serve as a possible public shelter
- Take mitigation measures to ensure the safety of students and staff—such as securing equipment and furniture.

PUBLIC EMPLOYEES ARE DISASTER SERVICE WORKERS

California Government Code Section 3100

All school employees are considered disaster service workers when:

- A local emergency has been proclaimed
- A state emergency has been proclaimed or,
- A federal disaster declaration has been made

NOTE: During a declared disaster, school employees are required, by law, to serve as disaster service workers and cannot leave their school site until formally released.

- o Certificated employees risk losing their teaching credentials
- Classified employees may be charged with a misdemeanor

*This is not a legal opinion, confirmation is required determine if your organization is exempt from any regulations targeting schools. The assumption is that the laws apply to all public schools.

POST-DISASTER SHELTERS

Schools are required by both federal statute and state regulation to be available for shelters following a disaster.

- o The American Red Cross has access to schools to set up shelters
- Local governments have access to schools to set up shelters
- Plan and make arrangements in advance to assure that you are prepared.

THE PETRIS BILL

California Government Code Section 8607

Requires schools to respond to disasters using the Standardized Emergency Management System (SEMS) by December 1996.

- ICS (Incident Command System) organizing response efforts into five basic functions: Management, Operations, Logistics, Planning/Intelligence and Finance/Administration
- EOC (Emergency Operations Center) setting up a central area of control using the five basic functions
- Coordinate all efforts with the operational area (county) EOC, city EOC and county office of education EOC
- Incorporation of SEMS into all school plans, training and drills
- Documentation of the use of SEMS during an actual emergency

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE HSPD-5 February 28, 2003

On February 28, 2003, President George W. Bush issued Homeland Security Presidential Directive 5 (HSPD-5). HSPD-5 directed the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS).

HSPD-5 requires Federal departments and agencies to make the adoption of NIMS by state and local organizations a condition for Federal preparedness assistance (grants, contracts and other activities) by Fiscal Year 2005.

<u>NIMS training requirements</u>: All school employees (as designated Disaster Services Workers) are to complete ICS100, ICS200 and IS700.)

USING SEMS AND NIMS IN YOUR SCHOOL - AN OVERVIEW

Within SEMS and NIMS, an emergency response organization, known as the Incident Command System, consists of five Sections:

Management: responsible for policymaking with respect to disaster planning and preparedness and for the overall coordination of emergency response and recovery activities. This section has four members, the EOC Director/Incident Commander (IC), the Public Information Officer (PIO), the Safety Officer, and the Liaison Officer (LO). In short: they are **the leaders.**

Planning/Intelligence: responsible for creating the action plans and checklists that will be used by all of the sections during crisis response and recovery. The section is comprised of two teams: the Situation Status Team and the Documentation Team. During an emergency, these teams gather, analyze, disseminate, and record information critical to the functioning of the Management Section. Planning/Intelligence are often referred to as **the thinkers**.

Operations: responsible for response preparedness of the Assembly/Shelter, Communications, Crisis Intervention, Light Search and Rescue, First Aid, Student Release/Staff Accounting, and Maintenance/Fire/Site Security Teams. During a disaster, this section directs response activities of all of these teams and coordinates that response with the Management Section. These folks represent *the doers.*

Logistics: prior to a disaster, this section is in charge of creating a transportation plan, and ensuring that there are adequate supplies of food, water, and equipment for crisis response. During an emergency, the section's two teams, the Supplies/Staffing Team and the Transportation Team provide services, personnel, equipment, materials, and facilities, as needed. They are *the getters*.

Finance/Administration: in charge of creating policies and procedures for documenting costs associated with emergency response. This section has one team, called the Recordkeeping Team. During a disaster, they activate contracts with vendors, keep time records, track receipts, and account for expenditures. Their efforts make it possible for schools to reclaim costs associated with response and recovery activities from the state. They also gather all paperwork and

documentation at the end of the incident for inclusion in the After Action Report (AAR). They are called *the payers*.

THE EMERGENCY OPERATIONS CENTER

During an emergency, the Management Section gathers together in an area/room to set-up a "command center" also known as the Emergency Operations Center (EOC). In the EOC, the Management Section makes decisions affecting response activities based upon information coming in from the Section Chiefs.

A Word About Unified Command

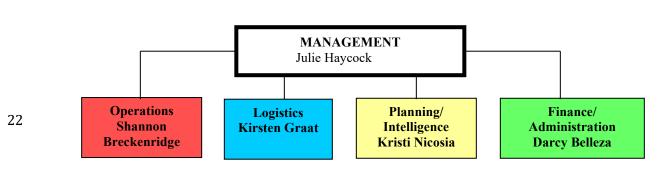
The control of and response to emergencies is the sole responsibility of the site teams *until* first responders arrive. Once they arrive, incident command transitions to **"Unified Command."** This transition is immediately facilitated by an on-site briefing of first responders by the Management Staff and Section Chiefs. Following the initial briefing, the site's Incident Commander will begin to work closely with representatives of each response agency to plan and carry out response activities. Other employees may be asked to participate as well, depending upon the incident at hand and the available staffing of emergency responders. All staff should be prepared to participate if necessary.

In the EOC, this means that first responder representatives will essentially be running response activities in consultation with the organization's Management Staff and Section Chiefs. In the field, Team Leaders and Team Members will work alongside first response teams, *unless* the EOC Director/Incident Commander has deemed it is too dangerous or unsafe for them to do so. *Remember*, first responders are professionals. Work with them and take your cues from them.

The Dual Role of the School Office

- The School must organize to respond to incidents that occur at their location
 - Ensure that the School has a functional Emergency Action Plan
 - Ensure that School staff are trained and well prepared
- The School office must also organize to provide support when the incident happens at school sites within the organization
 - Provide leadership
 - Provide assistance with response and recovery, when needed
 - Ensure that school staff are trained and well prepared
 - Ensure that each school has a functional Emergency Operations Plan

INCIDENT COMMAND SYSTEM AND DIVISION OF LABOR



Divisions of Labor

Each one of the five functions have certain roles and responsibilities during a disaster or school emergency. The Management Section oversees response activities in consultation with the Chiefs of the Operations, Logistics, Planning/Intelligence, and Administration/Finance Sections. Each of these sections in turn, has a team or teams tasked with implementing very specific components of the emergency response plan.

Students primarily learn at home. No learning center/resource center.

STAFF ROSTER

Julie Haycock Shannon Breckenridge Mark Telles Jenn Kramer Kimberley Baker Heidi Blanchard Lynae Condit Kathryn Forman Mara Hull Jennifer Johnston Shane Johnston Pamela Lawley Linda Martin Rebecca Matthews Danielle Netherton Sherrie Noel Tanya Parish Heather Rae Peete Sprague Christina Slates Jason Stever Whitney Teal Kara Tupy Cathleen Tuttle

The following Standard Operating Procedures have been developed to address a multitude of incidents that could occur at a school office or student location. This is a living document that should be updated and modified as additional information is acquired. A hazard assessment should be conducted to identify specific areas of concern for your location in order to maximize the number of response situations included in this plan.

EVACUATION PROCEDURES

Earthquakes, fire, bomb threats, hazardous chemical spill, or an incident on or near campus are just a few examples of an emergency incident situation that may require that portions of a building or an entire school building be evacuated.

The building Emergency Preparedness Committee should identify evacuation areas on site and alternative offsites areas should it be necessary to evacuate.

A safe evacuation route must be able to accommodate moving a large number of people, while not exposing employees to danger. The location and type of emergency necessitates evaluation and possible adjustments to the usual evacuation routes. This evaluation will determine if the building should be evacuated in segments or if stationing a person at certain exits is necessary so that staff can be re-routed away from danger.

The movement of staff out of buildings requires accounting for every employee. In order to account for staff, work area supervisors must have available employee lists so that missing or extra staff can be reported immediately to the Command Posts (school; law enforcement; fire). When evacuating their work area, work site supervisors must bring with them the location roster and emergency supplies.

During an evacuation, the following procedures must be followed:

- \checkmark Move staff to the designated Evacuation Area.
- ✓ Take roll by completing Staff Accountability Form
- ✓ Runners collect Staff Accountability Report from classroom or work areas.
- ✓ If employee has an assignment on Emergency Management Team Organizational Chart, report to the Command Post (CP) and sign in.
- \checkmark Report to Incident Commander (IC) for briefing and assignment.

LOCKDOWN/REVERSE EVACUATION PROCEDURES

Some emergencies may prevent safe evacuation and require steps to isolate staff from danger by instituting a lockdown. Other emergencies may occur prior to the work day, during break or lunch periods, or after the work day. When staff may be outside the school building or work site, a reverse evacuation should be initiated.

All employees and must be familiar with the specific actions they must take during a lockdown or reverse evacuation. Discussions, training, and practice drills are essential to make these procedures workable. In the event of a lockdown or reverse evacuation, work area supervisors must utilize the following procedures:

- ✓ If outside, move to the nearest building or room providing it is a safe route and that you are not moving in the direction of danger.
- \checkmark If inside, stay inside.
- \checkmark Lock door(s) to buildings and or work areas.
- \checkmark If possible, quickly close all windows and then move away from the windows.
- \checkmark Use caution when allowing late reporting staff to enter into a classroom.
- ✓ Have staff hide, if appropriate.

✓ Take roll using Staff Accountability Form.

Report any "extra" staff that sought cover in your work area. Take this form with you if you are directed by the Incident Commander to evacuate your work area at a later time.

- ✓ Await further instructions from the Incident Commander via public address system, phone or an e-mail notification to all staff.
- ✓ DO NOT use the telephone to call out as all lines must be keep open, unless there is a dire emergency in your work area.
- ✓ Remain in the room/office until a member of the Emergency Management Team or a law enforcement officer arrives with directions.

PROCEDURES FOR CONDUCTING A "SIZE-UP"

A *"SIZE-UP*" is a nine-step continual data gathering process that determines if it is safe to perform a certain emergency task, whether fire suppression, search and rescue, facilities assessment, etc. A size-up enables first responders to make decisions and respond appropriately in the areas of greatest need. The nine steps in a *"size-up"* are:

- 1. Gather Facts:
 - What has happened?
 - How many people are involved?
 - What is the current situation?
 - Does the time of day or week affect this situation?
 - Do weather conditions affect the situation (e.g. forecast, temperature, wind, rain)?
 - What type(s) of structures are involved?
 - Are buildings occupied? If yes, how many?
 - Are there special considerations involved (e.g. children, elderly, disabled)?
 - Are hazardous materials involved at or near the situation?
 - Are other types of hazards likely to be involved?
- 2. Assess and Communicate the Damage:
 - Take a lap around each building and try to determine what has happened, what is happening now, and what may happen next.
 - Are normal communications channels functioning (e.g. ICS, radios, e-mail, phones)?
- 3. Consider Probabilities:
 - What is likely to happen?
 - What is the worst-case scenario?
- 4. Assess Your Own Situation:
 - Are you in immediate danger?
 - Have you been trained to handle this situation?
 - What resources are available which can assist with your current situation?
- 5. Establish Priorities:
 - Are lives at risk? Remember, life safety is the first priority!

- Can you and available resources handle this situation SAFELY without putting others at risk?
- Are there more pressing needs at the moment? If yes, what are they?

6. Make Decisions:

- Base decisions on the answers to Steps 1 through 3 and the priorities that your team has established.
- Where will deployment of resources do the most good while maintaining an adequate margin of safety?
- 7. Develop an INCIDENT ACTION PLAN:
 - Develop a plan that will help you accomplish your priorities.
 - Simple plans may be verbal, but more complex plans should always be written.
 - Determine how personnel and other resources should be deployed.
- 8. Take Action:
 - Execute your plan, documenting deviations and status changes so that you can accurately report the situation to first responders, the Incident Command Post, the EOC, or other agencies that respond to the scene (e.g. fire, law enforcement, medical, media, coroner, parents).
- 9. Evaluate Progress:
 - At reasonable intervals, evaluate progress in accomplishing the objectives in the plan of action (Incident Action Plan) to determine what is working and what changes you may have to make to stabilize the situation

BOMB THREAT

TELEPHONE BOMB THREAT

- During the call, complete the bomb threat checklist found on the next page.
- Stay on the line with the caller as long as possible, continuing to try and obtain more information about the threat.
- Have someone else call **911** (dial 9 is to obtain outside line) and notify the School office.
- Without using portable radios or cell phones, organize a meeting with the school's Emergency Management Team (EMT). Radio and cell phone usage can resume once you are 300 feet away from school premises as a bomb could be hidden outside.
- If necessary, implement the ICS with only those positions deemed necessary.
- Assign a recorder to document events as they take place.
- Any search of the site should be done under the direction of law enforcement.
- The decision to evacuate the location is the responsibility of the Executive Director or his/her designee.
- If an evacuation is ordered, do not touch anything while leaving the building. Report any suspicious items to the Incident Commander.
- Follow off-site evacuation procedures.
- If the caller identifies a location where the device has been placed, avoid evacuating through the identified area.
- EMT members responsible for off-site evacuation and student accounting should begin making preparations for an orderly transition of the students/staff to the evacuation site.
- If an announcement is made over the school PA to evacuate, remind teachers and site supervisors to bring their class or work area rosters and emergency supplies.

- When the off-site evacuation location is reached, account for all students and staff. Report missing students/staff to the Incident Commander. The Incident Commander will report missing students/staff to the law enforcement agency assisting with the evacuation.
- Re-entry onto the school campus can only take place at the direction of Incident Commander.

E-MAIL BOMB THREAT

- Save the e-mail message.
- Print a copy of the message and give to the Executive Director, law enforcement, and the Technology Department.
- Follow applicable procedures from above.

BOMB THREAT REPORT FORM:

School:	
This form will help you obtain the necessary information from the caller. Keep this information	ion near the
phone. Date: AM PM	
Exact words of the person placing call:	
QUESTIONS TO ASK:	
1.) When is the bomb going to explode?	
2.) Where is the bomb right now?	
3.) What kind of bomb is it?	
4.) What does it look like?	
5.) Why did you place the bomb?	
6.) What will prevent you from doing this?	
7.) What is your name? (He/she may inadvertently give it)	
TRY TO DETERMINE THE FOLLOWING: (Circle all that apply)	
Caller Description: Male Female Adult Juvenile Middle Aged Old	
Voice: Loud Soft High-pitch Deep Raspy Pleasant Intoxicated	
<u>Accent</u> : Local Non-Local Foreign Region Other: Speech: Fast Slow Distinct Distorted Stutter Nasal Slurred Lisp	
Language: Excellent Good Fair Poor Foul Other:	
Manner: Calm Angry Rational Irrational Coherent Incoherent Deliberate Emot	ional
Righteous Laughing Intoxicated <u>Background Noises</u> : Office Machines Factory Machines Trains Animals Music Quie	t Voices
Airplanes Street Traffic Party Atmosphere Other:	
NOTIFY THE FOLLOWING PERSON(S):	
Do not panic and do not discuss the information you have received except with the above-	named persons.
Person receiving the Bomb Threat: at telephone	

number_____.

Caller ID returned the following number:

			*		
Police contacted by:					
Time:		_Date:			
Search was made for the bomb:	ΥN		Evacuation was conducted:	Y	Ν

FIRE/EXPLOSION

Apart from arson, major causes of fires include improper handling and storage of flammable liquids, overloaded electrical outlets, and excessive accumulation of rubbish.

FIRE DRILL PROCEDURES

- NO advance notice of fire drills should be given to building occupants.
- All drills shall be conducted using the same procedures that would be followed in case of an actual fire.
- Fire drills should be conducted at different hours of the day.
- An appropriate number of staff members should know how to reset the fire alarm.
- Immediately after the alarm has sounded for the drill, call the Fire Department non-emergency number to advise that this is only a drill.
- Keep documentation for each drill and record notable events for future consideration/improvement.

POSTING OF EVACUATION ROUTES

- A map, showing the primary and secondary evacuation routes shall be posted inside each room. The evacuation map shall have the office location highlighted and be placed on the wall so that an arrow indicating the exit route is pointing in the direction of the exit from the room.
- The map shall be labeled **"EVACUATION PLAN**" in bold letters and prominently posted in hallways, offices, bathrooms, cafeterias, lounges.

FIRE/EXPLOSION CHECKLIST

- If fire or smoke is detected, or a burning odor is sensed, pull the closest fire alarm to initiate building evacuation procedures.
- Call **911** to report all known information about the incident.
- Site administration should assign a recorder to begin documentation of the event.
- Before leaving a work area, the work area supervisor or their designee should make sure all windows are closed.
- Procedures for anyone with special-needs should be planned in advance and practiced.
- Administration should initiate the Incident Command System (ICS) and the designee assumes the role of the Incident Commander (IC) and establishes a Command Post staging area.
- Supervisors are to complete the Staff Accountability Report.
- Data collected from the **Staff Accountability Form** will determine if the Incident Commander needs to activate additional portions of the ICS, such as First Aid, Medical, Search and Locate/Rescue, etc.
- Establish contact with fire and law enforcement agencies.
- The fire department will give clearance to site administration when it is OK for staff to re-enter the building or an alternative plan if the building will not be able to be occupied.

EARTHQUAKE

An earthquake's effect on facilities will vary from building to building. Fire alarm or sprinkler systems may be activated by the shaking. Elevators and stairways will need to be inspected for damage before they can be used. Another major threat during an earthquake is from falling objects and debris. Injuries may be sustained during

the earthquake while evacuating the building(s) or upon re-entry. Use the following guidelines/procedures to manage the incident:

IF INDOORS

- **DROP, COVER AND HOLD ON** by getting under a desk or table. Protect eyes, head and neck.
- Move away from windows and objects that could fall.
- Stay under desk or table until shaking stops.
- Listen for emergency instructions.
- Evacuate building if necessary and stay away from buildings, utility poles and large objects while transferring to the assembly area.
- Account for all staff using Staff Accountability Report.

IF OUTDOORS

- Move away from buildings, utility poles and large objects.
- Avoid all downed electrical lines.
- Do not touch any wire or any metal objects.
- Sit down in a safe area.
- Move to assembly area and begin accounting for all staff.

IN VEHICLE:

- Stop vehicle in a safe location away from power lines, overpasses or buildings.
- Stay in vehicle and establish radio contact with School office.

GENERAL GUIDELINES (AFTER THE QUAKE):

- Be prepared for aftershocks and ground motion.
- Evaluate immediate area for earthquake related hazards (fire, building collapse, gas leaks, downed electrical lines, wires, etc.).
- Account for all staff.
- Activate necessary portions of the ICS in collaboration with the site emergency team.
- Determine injuries and provide basic first aid via Medical/First Aid Group.
- Call **911** if there is a major emergency that is life threatening. You may not get a response from **911** if a major disaster has occurred affecting a large local area. As we have been warned, we may be on our own for several hours or days.
- Establish communication with your Supervisor and Incident Commander
- Assist any law enforcement or fire units that may respond to your site.
- Control internal and external communications, including contact with school sites and city agencies by use of telephones, cell phones, radios, runners, e-mail, text messages, or other means.
- Refer all media inquiries to the PIO.
- In communication with the school sites, assess the overall situation, how long students and staff might be at school, how supplies might be distributed and sheltering of students and staff.

SHOOTING/STABBINGS

No single warning sign can predict that a dangerous act will occur; however, certain warning signs may indicate that someone is close to behaving in a way that is potentially dangerous to self and/or others. Imminent warning signs usually are present as a sequence of overt, serious, or hostile behaviors or threats directed at peers, staff (usually more than one staff member), as well as the person's immediate family.

IMMINENT WARNING SIGNS REQUIRE AN IMMEDIATE RESPONSE AND MAY INCLUDE THE FOLLOWING

- Physically fighting with peers or family members.
- Hostile interactions with law enforcement that involve a number of recorded incidents.
- Hostile interactions with staff and administration.
- Destruction of property (school, home, community).
- Severe rage for seemingly minor reasons.
- Detailed (time, place and method) threats (written and/or oral) to harm or kill others.
- Possession and/or use of firearms and other weapons.
- Self-injurious behaviors or threats of suicide.
- Is carrying a weapon, particularly a firearm, and has threatened to use it.

WHAT TO DO IF A SHOOTING/STABBING OCCURS AT THE SCHOOL OFFICE

- The first indications of a shooting may include: sound of gunfire, loud cracking sounds, banging noises, windows shattering, glass exploding, bullets ricocheting or a report of a stabbing incident on campus.
- Call **911**. Identify your address, and succinctly explain the emergency incident and exact location. Stay on the line until the **911** dispatcher has all the information needed to respond to the situation.
- Activate Incident Command System (ICS) with Emergency Management Team.
- Establish Command Post and appoint Incident Commander and communicate location to law enforcement and fire/rescue units.
- Notify appropriate individuals, i.e. Administrators, Policy Group.
- Provide information, when practicable, about the incident to staff via PA system, e-mail or by phone.
- Account for all staff members by using phone or e-mail or other communication means. Attempt to determine if the shooter/stabber is still on the work site.
- Attempt to determine if the weapon has been found or secured.
- Attempt to determine if the shooter/stabber has been identified.
- Assign a liaison (preferably an administrator) to interface with law enforcement and fire department.
- Liaison can supply law enforcement with radio or phone communication, phone numbers, maps, keys, and other information deemed pertinent to the safe operation of the incident.
- Gather witnesses in secure room for law enforcement questioning. DO NOT allow witnesses to talk to one another (to protect the investigation). Assign staff to stay with witnesses until law enforcement arrives.
- Develop plan to evacuate staff to an off-site or alternate evacuation area should it be necessary to evacuate the building.
- Gather information of staff members involved in the incident.
- Prepare written statements for telephone callers and media in cooperation with law enforcement and the Executive Director. Can a message be placed on the website?
- Provide a liaison representative for family members for any injured staff members.
- Provide Crisis Response Team to provide counseling and to help deal with any psychological factors.

IF STAFF ARE OUTSIDE, THEY SHOULD BE TRAINED AND/OR INSTRUCTED TO

- Move or crawl away from gunfire, trying to put barriers between you and the shooter.
- Understand that many barriers may visually conceal a person from gunfire but may not be bulletproof.
- Try to get behind or inside a building. Stay down and away from windows.
- When reaching a relatively safe area, stay down and do not move. Do not peek or raise head.
- Listen for directions from law enforcement.

- Provide your name to work area supervisor who is accounting for all staff.
- Help others by being calm and quiet.
- Provide law enforcement with as much information as possible, such as:
 - \checkmark Is suspect still on site and do you know current location?
 - \checkmark Where was the specific location of occurrence?
 - \checkmark Are there wounded staff members? How many?
 - ✓ Description of all weapons (hand gun, shotgun, automatic, dangerous objects, explosive devices, other).
 - $\checkmark~$ Describe sound and number of shots fired.

SCENE OF INCIDENT

- The scene of an incident/crime shall be preserved.
- With the exception of rescue and law enforcement personnel, no one is allowed to enter the immediate area or touch anything.
- Any witnesses, including staff members, should be held near the area of the incident and be made available to law enforcement for questioning.
- Law enforcement responding to the incident will coordinate activities at the scene of the incident and finished, release the area to school officials when finished.

DEATH AND/OR SUICIDE

Death at a workplace is rare; however, you should be prepared in the event of a death whether it be caused by earthquake, explosion, building collapse, fire, choking, heart attack, seizure, or an incident such as a shooting/stabbing, fight, suicide, etc.

Organizations should also be prepared for the sudden, unexpected death of a staff member or a family member that does not occur on the school campus (automobile accident, sudden death, drive by shooting, gang violence, etc.).

Guidelines to utilize in the event of a death are outlined below.

DEATH OCCURS AT SCHOOL (student's learn primarily at home)

- Call **911**. Identify your address and briefly outline the emergency and location on campus.
- Notify the school administration.
- Activate the Incident Command System if necessary and contact the school Emergency Management Team. Assign staff as needed.
- Notify the Managing Director's office.
- Isolate other staff from scene.
- If there is a death, do not move body. Law enforcement will contact the coroner's office so that the body can be removed, and any personal items of the victim can be returned to family or secured as evidence.
- DO NOT disturb or touch anything if the event is declared a crime scene.
- Secure area with yellow caution tape and assign staff to guard area.
- Gather all witnesses and place them in a secure location. Tell witnesses not to discuss any part of their observations until law enforcement arrives to interview or release them. Assign staff to monitor witnesses.
- Consider impact on staff. Activate the Crisis Response Team as appropriate.
- If the deceased is an employee, the Executive Director must notify Cal-OSHA within the 8-hour time requirement. Law enforcement or fire department may inform you they will contact Cal-OSHA; however, the School still must make certain it calls Cal-OSHA.

- Monitor staff emotional responses. Following a death there may be:
 - ✓ Self-referrals
 - ✓ Parent referrals
 - ✓ Reports and concerns expressed by relatives or good friends
 - \checkmark Students who have experienced a recent loss.
- Develop a list of students and staff members that are having emotional symptoms.

HOSTAGE SITUATIONS

In any hostage situation, the primary concern must be the safety of staff.

Individuals who take hostages are frequently disturbed and the key to dealing with them is to make every attempt to avoid antagonizing them. Communication and demeanor with a hostage taker must be handled in a non-threatening, non-joking manner, always remembering that it may take very little to cause an individual to become violent.

IF THE OFFICE IS TAKEN HOSTAGE

- Do not use words such as "hostage," "captives," or "negotiate."
- Stay calm.
- No heroics, challenges or confrontation.
- Obey all commands.
- When safe, call **911**. Identify your work site and give the exact location in the building of the incident. Stay on the phone until law enforcement arrives to assume control of the situation.
- If possible, assign another staff member to notify the Site administrator.
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation.
- The work site emergency team shall activate the Incident Command System and make needed assignments including staging a Command Post (CP) and appointing an Incident Commander (IC).
- If possible, the emergency team should provide law enforcement with a liaison from the work site. The liaison can assist in providing name of IC, location of CP and obtaining maps, keys, radio and phone numbers, etc.
- Keep all radios, television sets, and computers turned off to minimize any possibility that suspect can hear or see "NEWS REPORTS."
- Make an effort to establish rapport with suspect. Provide your first name. Find out his/her first name and use first names, including those of other staff members involved in the situation. If you do not know first names, refer to the hostages(s) as men, and women.
- Be calm and patient and wait for help. Keep in mind that the average hostage incident lasts approximately six (6) to eight (8) hours, and the average barricade incident lasts approximately three (3) hours. TIME IS ON YOUR SIDE.
- Anticipate a point of law enforcement entry, rescue and how suspects will be apprehended.

WHEN THE HOSTAGE LOCATION IS OTHER THAN AN OFFICE

- Immediately call **911**. Identify your address and the situation, providing the exact location of the incident. STAY ON THE LINE UNTIL LAW ENFORCEMENT ARRIVES.
- While on the phone with the **911** dispatcher report the following if known:
 - ✓ Number of suspect(s)
 - ✓ Names(s) of suspect(s) (if known)

- \checkmark Description of suspect(s):
 - ➤ Male or Female
 - ≻ Race
 - > Weight (Light; Lean; Heavy; Obese) stay away from using lbs.
 - Height (short; medium; tall) avoid using feet/inches
 - ≻ Hair
 - ≻ Eyes
 - ➤ Approximate age
 - Description of clothing
 - ➤ Anything special or unusual, like:
 - o Scars
 - o Tattoos
 - o Burn marks
 - o Birthmarks
 - Pierced body parts
 - o Jewelry
- ✓ Exact location of suspect (building, room) and include North, South, East or West in your directions.
- \checkmark Approximate number of staff in hostage area.
- ✓ Are weapons or explosive devices involved?
- \checkmark Have any shots been fired? If yes, describe sound and number of shots fired.
- ✓ Are there reports of any injuries or emergency medical needs (medication)? Describe exact location and condition of victim(s).
- \checkmark Are there any demands the suspect has made?
- ✓ Is there any other background information, past problems with suspect, demeanor, possible motive, or vendettas against staff or particular staff member?

If the hostage situation is on one side of the building, law enforcement will likely want to enter from the other side. Inform law enforcement exactly where the "Hostage Situation" is located and advise law enforcement what you consider to be the best "other side" entrance for law enforcement response.

• If possible, assign another staff member to notify the Site Administrator.

WHILE WAITING FOR LAW ENFORCEMENT

- If you can safely communicate to other offices by phone, implement lockdown procedures. For this situation, **DO NOT** set off any alarms as the bell may cause staff to panic and rush into a dangerous area.
- DO NOT EVACUATE until instructed or escorted by law enforcement.
- Complete Staff Accountability Report.

ONCE LAW ENFORCEMENT ARRIVES

• Law enforcement will need assistance in identifying witnesses. Gather witnesses in a secure location but do not let them talk with one another (to protect the investigation).

THE SITE EMERGENCY TEAM SHOULD MAKE PLANS TO

- Establish their Command Posts and assignment of necessary personnel.
- Record all events.
- Account for all staff.

- Prepare for a possible off-site evacuation route and location.
- Establish a media staging area.
- Alert Crisis Response Team for possible counseling of staff.

HOSTILE VISITOR

A hostile visitor could be an irate parent, a staff member, a neighbor, or an acquaintance of a staff member. The situation may begin in the front office; however, the individual may bypass the office and go directly to the target of his/her hostility. It is the responsibility of staff to protect staff, attempt to defuse the situation, and, if necessary, notify law enforcement.

UNDERSTANDING NONVERBAL MESSAGES

Body language plays a role in communication. Nonverbal cues are especially crucial when dealing with a person who is upset and potentially violent. Pay attention to signs that a person is angry or frightened. These include:

- Trembling
- Sweating
- A red face
- Crossed arms
- Clenched jaw or fists
- Shallow breathing
- Glaring or avoiding eye contact
- Pacing the floor
- Sneering
- Crying
- Ranting

SEND THE RIGHT NONVERBAL MESSAGES

Don't get too close. An angry or upset person feels threatened by someone who stands too close. Give the person two to four feet distance from you.

Avoid doing any of the following:

- Glaring or staring at the visitor
- Threatening mannerisms such as clenched fists and a raised voice.
- Getting angry

Consider doing the following:

- Be courteous and confident
- Do not touch the individual
- Protect yourself at all times
- Find another staff member to join you or keep the meeting in an open area
- Listen to the visitor, giving him/her the opportunity to vent
- Do not disregard the person's opinion or blame the person.

ATTEMPT TO USE PHRASES SUCH AS:

- What can we do to make this better?
- I understand the problem and I am concerned.
- We need to work together on this problem.

WHAT TO DO:

- As soon as possible, call **911** and stay on the line. State your address, and exact location of hostile visitor. Identify building by letter (A, B, C, D, etc.) or number and use directions (North, South, East or West) for law enforcement as they enter the grounds. Give a description of the hostile visitor.
- If possible, assign a staff member to meet law enforcement and direct them to the location.
- The staff member should unlock any gate that makes access to campus easier and faster.
- If possible, notify the Site Administrator.
- If necessary, activate the Incident Command System, using only those parts of ICS as determined by the information at hand. Expand ICS as needed.
- Use staff members to keep staff away from the location of the hostile visitor.

CHEMICAL RELEASE/ HAZARDOUS MATERIAL SPILL

A chemical release or hazardous material spill could affect one classroom, an entire worksite or larger area. HOW SHOULD THE SCHOOL OFFICE PREPARE?

- The Emergency Management Teams should discuss and review plans to "Shelter in Place" or to "Evacuate the Area" using an alternative evacuation staging area.
- Staff should be trained to know what type of Personal Protective Equipment (PPE) and clothing to wear when handling hazardous material. The type of PPE to be worn, if any, is contained in the Safety Data Sheet (SDS).
- Staff utilizing or handling any hazardous material, should know the symptoms of exposure, emergency first aid and treatment for exposure.
- All hazardous materials should be stored in a manner prescribed on the SDS.

HOW SHOULD THE SCHOOL OR DISTRICT RESPOND?

- If a hazardous spill or chemical release occurs within any area of the School office, immediately notify 911. Inform the dispatcher of your school/address and a brief summary of the problem including the name of the hazardous material/chemical, location of the spill and a report of any injuries, illnesses, fire, explosion, etc.
- Approach incident from upwind.
- Stay clear of all spills (vapors, fumes, smoke, fire, possibility of explosion, other).
- Notify Site Administrator.
- Activate necessary portions of Incident Command System (ICS) and appoint Incident Commander. Expand ICS as needed and make necessary assignments appropriate to incident.
- Begin documentation of events.
- The situation or advice from law enforcement, fire department or a hazardous materials unit deployed to the scene of the spill will determine whether to "Shelter-In-Place" or to "Evacuate" the building. If evacuation is ordered, instruct staff to always move crosswind and upwind. Never move downwind into a chemical. To check wind direction, look at movement of trees or flag.
- If "Sheltering-In-Place" and, if possible, shut off all air-conditioning and heating units. Close all windows and door openings and try to seal gaps under doorways and windows with wet cloth or towels.
- Close all shades or drapes. Instruct staff to stay away from windows.
- If gas or vapors have entered the building, take shallow breaths through a cloth or towel.
- Keep telephones lines clear for emergency calls.
- If an evacuation is ordered, follow all instructions.

• Upon reaching alternative evacuation area, take head count and report missing or ill staff to Incident Commander and/or law enforcement.

MEDICAL EMERGENCY

Occasionally a medical emergency will occur, and personnel must be prepared to respond quickly, effectively, and efficiently.

SOME EMERGENCY PREVENTION/PREPAREDNESS GUIDELINES

- Insist that all accidents be reported, even if no visible harm or injury occurred.
- Follow established procedures for issuing medication.

WHAT TO DO IF A MEDICAL EMERGENCY OCCURS

- Assess seriousness of injury and/or illness by doing START (Simple Triage and Rapid Treatment, commonly called Thirty-Two-Can Do). If a staff member fails any of the three simple tests (Respirations, Perfusion, and Mental), their medical status is IMMEDIATE (RED). Administer first aid or CPR as needed.
- Call **911** and be prepared to provide:
 - ✓ Your address, building letter (A, B, C, D, etc.), room or floor number
 - ✓ Describe illness or type of injury
 - \checkmark How the illness or type of injury occurred
 - ✓ Age of ill or injured staff member
 - \checkmark Quickest way for ambulance to enter location on site
- Notify the Executive Director.
- Assign a staff member to meet and direct rescue services to location of injured party.
- Notify staff member's family of situation, including type of injury/illness, medical care being given and location where staff has been transported.
- When appropriate, advise other staff of situation.
- Follow-up with staff member's family.

GAS ODOR/LEAK

Natural gas has an additive that gives off a distinct odor allowing you to detect (smell) a leak. In most cases, handling a gas leak involves:

- Isolating the area and moving staff to safety.
- Eliminating potential ignition sources.
- Securing the leak.

The primary responsibility of the worksite staff is to determine how to safely house or evacuate staff and to protect property. The following agencies should be contacted:

- Fire Department (Call **911)**
- Site Administrator. Have a phone number for a point of contact if a leak is detected after business hours. (see emergency contact list)
- Local Gas Company

GAS ODOR OR LEAK INSIDE A BUILDING

- Evacuate the building(s) and move to a safe assembly area as far away as possible from the targeted building.
- Assign Emergency Management Team members to direct staff evacuating other buildings to stay away from the building with odor/leak.

- If necessary, activate the Incident Command System and establish Command Post.
- Begin completing Staff Accountability Report.
- Report any missing students and staff to Command Post.
- Assign a liaison to interact with Fire Department, Gas Company or law enforcement.

IF GAS ODOR OR LEAK IS DETECTED OUTSIDE THE BUILDING

• It may not be necessary to evacuate the building. Evacuation is called for only if odor seeps into a building.

SHELTER-IN-PLACE PROCEDURES

Why You Might Need to Shelter-In-Place

Chemical, biological, or radiological contaminants may be released accidentally or intentionally into the environment. Should this occur, information will be provided by local authorities, TV or radio on how to protect staff. Because information will most likely be provided on television and radio, it is important to keep a TV or radio on, even during the workday or instructional time. The important thing is for you to follow instructions of local authorities.

Following Are Actions to Follow at Your Worksite:

- Follow reverse evacuation procedures to bring students and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay. When authorities provide directions to "shelter-in-place", they want everyone to take those steps now, where they are, and not drive or walk outdoors.
- Provide for answering telephone inquiries by having at least one telephone available in the room selected to provide shelter for the Office Manager, or the person designated to answer these calls. This room should also be sealed. There should be a way to communicate among all rooms where staff are sheltering-in-place.
- Ideally, provide a way to make announcements over the public address system from the room where the site administrator takes shelter.
- Provide directions to close and lock all windows, exterior doors and any other openings to the outside.
- If there is danger of an explosion, direct that window shades, blinds, or curtains be closed.
- Have employees familiar with the building's mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air these systems, in particular, need to be turned off, sealed, or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Designate interior rooms(s) above the ground floor with the fewest windows or vents. The room(s) should have adequate space for everyone to be able to sit in. Avoid overcrowding by selecting several rooms if necessary. Large storage closets, utility rooms, meeting rooms, or conference room without exterior windows will also work well.
- Call emergency contacts and have the phone available if you need to report a life-threatening condition.
- Bring everyone into the rooms that have been designated. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around the doors and any vents into the room. Consider precutting plastic sheeting to seal windows, doors, and vents. Each piece should be several inches larger than the space you want to cover so that it lies flat against the wall or ceiling/. Label each piece with the location of where it fits.

EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long-term power loss.
 - Fire sprinkler system
 - Standpipes
 - Potable water lines
 - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

GUIDELINES FOR SPEAKING TO THE MEDIA

When speaking to the media about emergencies, it is extremely important to adhere to the following guidelines:

- Executive Director READ all press statements
- Re-state the nature of the incident; its cause and time of origin
- **Describe** the size and scope of the incident
- Report on the *current* situation
- Speak about the resources being utilized in response activities
- Reassure the public that everything possible is being done
- DO NOT release any names
- When answering questions be truthful; but consider the emotional impact the information could have upon listeners
- Avoid speculation; do not talk "off the record"
- Do not use the phrase "no comment"
- Set up press times for updates

Control media location

SAMPLE PRESS RELEASE								
Event: EARTHQUAKE			Date:	MARCH 1, xxx				
Release #:	001			Time:	8:00 A.M.			

TITLE OF RELEASE: LARGE EARTHQUAKE CAUSES MODERATE DAMAGE TO SCHOOL OFFICES IN GENERIC COUNTY

FOR IMMEDIATE RELEASE

EXAMPLE......At 5:25 a.m. on March 1, 2006 an earthquake measuring 7.2 on the Richter Scale caused moderate damage to the NAME OF SCHOOL located at 1234 Anywhere Blvd. in Our Town, CA. There are no reports of injuries available. Search and Rescue crews are searching the building at this time. Roadways leading to the location have been damaged and an overpass on Hwy. 101 leading to the location has been damaged and is closed. The public is asked to remain clear of the area to allow emergency responders to access the site. <u>Parents are asked NOT to go to the location as this will hamper rescue efforts.</u>

School Districts throughout the county are instructed to call in to the County Office of Education at -(XXX) XXX-XXXX - to report any damage or injuries to their own buildings or their school sites following established school closure procedures.

Due to the magnitude of the earthquake and the damage throughout the county, the County Operational Area Emergency Operations Center has been activated. Additional information can be obtained by called the Op Area Public Information Hotline at XXX-XXXX.

Further details will be provided when available.

Next Scheduled Release: As needed ###

Lake View Charter School

Section C: Disaster Procedures

Part 2: Biological/Chemical Weapons Assault

Biological and chemical weapons are unconventional warfare tactics that can be deployed upon the public with little or no notice. Such weapons typically involve microscopic materials that may be organic or synthetically manufactured in laboratories. Biological or chemical weapons can be in powder form, liquid, or vaporous. Agents used in biological/chemical attacks include, but are not limited to: anthrax, smallpox, other harmful viruses, various forms of nerve gas, tear gas, and other vaporous irritants. Pranks using stink bombs should also be considered a chemical weapons attack.

There are several possible dispersion techniques to deliver biological and chemical agents. The following procedures should be utilized in the event of an assault involving biological or chemical weapons.

Any possible biological/chemical weapons assault should be reported immediately to the Executive Director.

The Executive Director should notify law enforcement authorities immediately.

As necessary alert all site employees of the situation by intercom.

If the agent is delivered via aircraft:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape to create a seal.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- Immediately report any injuries or illnesses to the Executive Director, Executive Director's designee or officers of emergency response agencies.

Lake View Charter School

Section 3: Disaster Procedures

Part 2: Biological/Chemical Weapons Assault

If the agent is delivered via dispersion device that is outdoors:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape to create a seal.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- Immediately report any injuries or illnesses to the Executive Director, Executive Director's designee or officers of emergency response agencies.

If the agent is delivered via dispersion device that is indoors:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

If the agent is delivered via the school's HVAC system:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

In any situation involving biological or chemical weapons the Executive Director and staff must follow all instructions given by officers of emergency response agencies. Lake View Charter School EOC will develop an action plan to handle telephone inquiries, rumor control, media relations, public information, employee/student crisis counseling, and facility damage assessment/control

Lake View Charter School

Section 3: Disaster Procedures

Part 3: Bomb Threat Procedures

If you observe a suspicious object or potential bomb on property, DO NOT HANDLE THE OBJECT, IMMEDIATELY NOTIFY 911.

1. Receiving the Call

Make every attempt to keep the caller on the phone as long as possible to gain information. Try if possible, to determine the gender and age of caller. Try if possible, to get the caller to tell you the exact location of the bomb and the time of threatened detonation.

2. Notification Procedures

School Location communicate the above information to the following in this order:

- School Executive Director/Administrator
- Assistant Executive Directors
- Regional Coordinators

The Executive Director/Administrator will notify local law enforcement and Lake View Charter School District office.

The Executive Director will communicate the above information to notify local law enforcement.

Strictly follow the above notification procedures and do not discuss or notify others of the bomb threat since this may create an unwarranted panic response at the facility.

3. Action Plan Procedures

If required to develop an action plan, the Executive Director/Administrator may consult with the following: Executive Directors and other administrators utilizing their expertise.

If the location of the bomb is not specifically designated, students will be kept in a secure location.

Lake View Charter School

Section 3: Disaster Procedures

Part 3: Bomb Threat Procedures

The Executive Director will make the decision to evacuate the building. However, if possible, this decision should be made in conjunction with law enforcement authorities after they arrive at the location.

The decision to search the building will be made in conjunction with law enforcement authorities and performed by them.

Reoccupation of an evacuated building will be authorized by the Executive Director only after consulting with law enforcement authorities.

Lake View Charter School

Section 3: Disaster Procedures

Part 4: Chemical or Hazardous Material Incident

If a hazardous material incident occurs off site, stay indoors and close all doors and windows (referred to as taking "Shelter in Place").

Notify **911** of the Chemical or Hazardous Material Incident.

If possible, determine the location of the spill in relation to facility buildings and wind direction.

Do not evacuate buildings until you are sure you will not be evacuating into an area which may be more hazardous.

Follow all instructions given by the Fire Department when they arrive at the facility.

Lake View Charter School Section 3: Disaster Procedures Part 5: Earthquake Procedures

Indoors

DUCK, COVER, AND HOLD.

Get under desk or table. Move away from windows and objects that could fall. Stay under desk or table until shaking stops.

Outdoors

Move away from building, utility poles and vehicles. Avoid all down wires or electrical lines. Do not run.

In School Bus

Stop vehicle in safe location away from power lines, overpasses or large buildings. Stay in vehicle and establish radio contact with Transportation and/or School's E.O.C.

General

Be prepared for immediate aftershocks and ground motion

Evaluate immediate area for earthquake related hazards (fire, building collapse, gas leaks, broken electrical lines, wires etc.)

Evaluate immediate area (classroom, bus, etc.) for injuries or medical aid situations.

Call 9-1-1, if you have an immediate emergency such as a fire or serious injury.

Assist injured with First Aid treatment

Do not evacuate buildings or vehicles unless you have a hazard-related reason to do so.

Conduct a headcount to account for all personnel and students

Establish communications with your supervisor, Executive Director or District EOC and follow emergency checklist and procedures.

Assist any police or fire units that respond to your location.

Lake View Charter School

Section 3: Disaster Procedures

Part 6: Explosion, Aircraft Crash or Similar Incident

If possible, Duck and Cover under a desk or table.

Notify **911** of the explosion or crash

Assist any injured requiring first aid treatment

If necessary because of fire, building damage etc., evacuate building

Assist any persons who would have physical problems evacuating the building.

Go to an outdoor evacuation/assembly area which is hazard free and not affected by the explosion or crash.

Keep fire lanes, streets and walkways open for emergency responders.

Stay in assembly area and account for all personnel and students.

Do not return to buildings until authorized by fire department or Executive Director

Information is provided to students at times of state testing, ingress and egress, safety

Lake View Charter School

Section 3: Disaster Procedures

Part 7: Fire Procedures

Call **911** to report a fire, stay one line and give specific information (name, address of school or facility, student's learn primarily at home, no school location).

Utilize manual pull station to activate building alarm system and evacuate building when you hear an alarm.

In the event of a small fire, notify **911** and then use the nearest fire extinguisher to control the fire if you have been trained in their use.

Do not attempt to fight large fires, call **911** and evacuate building.

Assist students in building evacuation and proceed to outdoor school evacuation area or areas.

When evacuating buildings walk, do not run.

Do not use elevators for building evacuation or in an emergency.

If heavy smoke is present, crawl or stay near floor for breathable air.

Assist any individuals who would have physical problems evacuating the building.

Stay in the designated assembly area and account for all personnel and students.

Do not block fire lanes or areas used by the fire department

Do not re-enter building until authorized by fire department or the Executive Director.

If the fire is off site, wait for instructions from the Executive Director or District EXECUTIVE DIRECTOR'S DESIGNEE.

Lake View Charter School

Section 3: Disaster Procedures

Part 8: Flood Procedures

If a flood warning is received by a District school or location, notify Lake View Charter School Executive Director immediately.

If a major flood warning is received at Lake View Charter School Office, Lake View Charter School EOC should be activated.

Based upon the specific threat, Lake View Charter School EOC in conjunction with the Operational Area EOC and SEMS system will develop an action plan to protect personnel, students and facilities.

Evacuation of specific schools, facilities or areas will be directed by Lake View Charter School EOC in coordination with SEMS.

Lake View Charter School

Section 3: Disaster Procedures

Part 9: Lockdown/Civil Unrest Procedures

Any threatening disturbance should be reported immediately to the Executive Director/Administrator.

If the disturbance is affecting normal school or facility operations, the Executive Director/Administrator should notify law enforcement authorities immediately.

As necessary, alert all site employees of the situation by intercom, Site staff must follow the instructions below:

If you are inside:

- Close and lock all doors and windows immediately upon notification of situation
- Keep all students inside and take roll
- If feasible, move all students to a center point and keep low to the ground. Stay away from all doors and windows.
- Never open the door or window to anyone
- Keep students inside classroom, regardless of lunch or recess until you are told by the Executive Director or Executive Director's designee that the situation has been resolved.

If you are outside:

- Immediately have students and staff seek shelter if it is safe to do so. Drill with students and staff to go to the nearest room to them.
- If shelter is not available, ensure students lie flat on the ground immediately.
- Children in restrooms should be instructed to stay there until directed to exit by the Executive Director or Executive Director's designee.

If situation is violent and may include the use of firearms, the Executive Director or Executive Director's designee should instruct all staff and students to lie face down on the floor and remain immobile.

Executive Director and staff must follow all instructions given by responding law enforcement.

If the event is major, the Executive Director will activate Lake View Charter School EOC to develop an Action Plan to deal with the situation as well as the following:

- A. Telephone inquiries and rumor control
- B. Media relations and public information
- C. Employee/Student crisis counseling
- D. Facility damage assessment/control

Lake View Charter School

Section 3: Disaster Procedures

Part 10: Severe Windstorm Procedures

If a severe wind warning is received at school location, notify Lake View Charter School Executive Director immediately. (Students learn primarily at home, no school location)

If a severe wind warning is received at Lake View Charter School Office, Lake View Charter School EOC should be activated.

Based upon the specific threat, Lake View Charter School EOC in conjunction with the Operational Area EOC or City EOC will develop an action plan to protect personnel, students and facilities.

In general, if severe winds are affecting a school or facility, employees and students should be moved to the interior core area of the building (inside wall on the ground floor) away from outside windows and doors.

Close all windows and blinds and avoid auditoriums, gymnasiums and other building locations that have large roof areas or spans.

Avoid all areas that have large concentrations of electrical equipment or power cables.

Evacuation of specific schools, facilities or areas will be directed by Lake View Charter School EOC in coordination with SEMS.

Lake View Charter School

Section 3: Disaster Procedures

Part 11: Suspicious Mail/Packages

All incoming mail and packages should be handled with caution.

Below are Indicators of suspicious mail and steps to take in the event that suspicious mail is received.

Mail that ...

- ... is unexpected or from an unfamiliar source
- ... has excessive postage
- ... is addressed to someone who no longer works in Lake View Charter School
- ... is addressed to a current employee but with the wrong title
- ... contains several misspelled words on the envelope
- ... marked with restrictive endorsements such as "Personal" or "Confidential"
- ... has no return address or an address that cannot be verified
- ... mail that is from a foreign country
- ... shows a city or state in the postmark that doesn't match the return address
- ... is lopsided, oddly shaped, or has an unusual weight, given its size
- ... has protruding wires, strange odors or stains
- ... has powdery substance on the outside
- ... has an unusual amount of tape on it
- ... is ticking or making unusual sounds

Not all mail comes perfectly packaged or with accurate information on it, so it is important that employees handling mail remain sensible in the screening of mail. However, prudent scrutiny conducted in a reasonable manner can greatly reduce the school's chances of becoming the victim of attack by mail.

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Section 3: Disaster Procedures

Part 11: Suspicious Mail/Packages

What to do with suspicious mail (general response):

- Do not try to open the package or envelope.
- Do not sniff, taste or shake the package.
- Isolate the package.
- Evacuate the immediate area; close the door.
- Contact your supervisor and call **911**.

Response to mail suspected of delivering biological/chemical agents in powder form:

- Do not open an envelope or package with powder on the outside.
- If powder is spilled from an envelope or package, do not try to clean up the powder.
- Cover the spilled contents immediately with anything (clothing, paper, trash can).
- Do not remove this cover.
- Leave the room and close the door or otherwise prevent access to the room.
- Wash your hands with soap and hot water.
- Ensure that everyone who had contact with the piece of mail washes his/her hands with soap and hot water.
- Notify your supervisor.
- Supervisor should immediately contact the local police (**911**) or the U.S. Postal Inspection Service (626-405-1200).
- Supervisor should notify Lake View Charter School's Office.
- Remove heavily contaminated clothing as soon as possible and place inside a plastic bag or some other container that can be sealed. This clothing should be given to the responding emergency response units.
- Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.
- Make a list of all the people who were in the room or area, especially those who had contact with the envelope or package. Provide this list to the emergency response teams investigating the incident.
- Investigators will remove the envelope or package and conduct a thorough check of the area for contamination.
- If you are prescribed medicine as a result of this exposure, take it until instructed or until it runs out.
- NOTE: Contacting the U.S. Postal Service is less likely to create a media event than the local police but their response may be slower.

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Section D: Suspension/Expulsions Policies and Procedures - Ed Code 48915

Part 1: Definitions/Due Process/Rules and Procedures of School Discipline/Process and Procedures

Lake View Charter School

- Suspension and Expulsion/Due Process/Rules and Procedures of School Discipline

Note on Education Code: This requirement refers to EC 35291.5. This section reads:

35291.5. (a) On or before December 1, 1987, and at least every four years thereafter, each public school may, at its discretion, adopt rules and procedures on school discipline applicable to the school. For schools that choose to adopt rules pursuant to this article, the school discipline rules and procedures shall be consistent with any applicable policies adopted by the governing board and state statutes governing school discipline. In developing these rules and procedures, each school shall solicit the participation, views, and advice of one representative selected by each of the following groups: (1) Parents. (2) Teachers. (3) School administrators. (4) School security personnel, if any. (5) For junior high schools and high schools, pupils enrolled in the school... (b) The governing board of each school district may prescribe procedures to provide written notice to continuing pupils at the beginning of each school year and to transfer pupils at the time of their enrollment in the school and to their parents or guardians regarding the school discipline rules and procedures for consistency with governing board policy and state statutes.

Lake View Charter School includes rules and guidelines in the: Student/Parent Handbook. Given to all families upon enrollment.

Board Policy for Suspensions and Expulsions

Philosophy of Student Discipline

Our focus for all students is to be respectful and supportive of each other.

Lake View Charter School

Section D: Suspension/Expulsions policies and procedures - Ed Code 48915

Part 1: Definitions/Due Process/Rules and Procedures of School Discipline/Process and Procedures

Process and Procedures

Level I - Immediate Redirection and Verbal Reprimand

Minor issues that are resolved by the supervising adult; behavior is seen as a learning opportunity and is expected to be corrected with no additional interventions; office referral is only needed if the student fails to correct behavior (mostly classroom managed behavior)

Level II - Learning Opportunity Office Referral, Parent contact, Counselor

Common misbehaviors needing redirection; again seen as a learning opportunity to be handled between The student and supervising adult; in some cases office referral and parent notification is required (mostly managed with teacher)

Level III – Immediate Administrative referral; Parent Contact/Written Documentation, suspensions, Law Enforcement

Severe misbehaviors with potentially strong consequences including school suspensions and legal involvement; supervising adult is not expected to engage in any learning, but rather immediately refer student to the office and insure the safety of staff and students (managed by director)

Administrative Referral

In some cases, student behaviors do not get corrected, or are so severe that they do not allow for a safe and purposeful learning environment. By referring a student to an administrator, the teacher is seeking additional resources to assist in the correction of the behavior. At this point, parents and school administration join the teacher in attempts to meet the behavioral needs of the student.

The following process will be used for all office referrals:

- Student is referred to Administration by supervising adult
- Student completes reflection questions related to incident
- Referral form is returned to the teacher for comments
- Parental contact is made by the student or staff member to explain incident and schedule detention
- Referral form is returned to the Executive Director or designee
- Student conference with the Executive Director is scheduled

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Section D: Suspension/Expulsions policies and procedures - Ed Code 48915

Part 1: Definitions/Due Process/Rules and Procedures of School Discipline/Process and Procedures

- Follow-up phone call from Administration is made when necessary
- Harassment Complaints- Students are occasionally the victim of bullying or harassing behaviors. While common in the school setting, such behaviors are not acceptable and will not be tolerated at any function of our school community.

The following process is designed to assist students who believe they are the victim of such behaviors:

- Student informs teacher or staff person of situation
- Student reports to the office to complete a confidential "Harassment Complaint Form"
- Administrator investigates allegations

Typical consequences for a bully/harasser are as follows:

Warning- conference with Executive Director or designee discussing allegations, perceived intentions and future consequences; student is informed that such behavior, as well as any retaliation, will not be tolerated.

Parental Conference- Sharing the dangers of bully/harassing behaviors for both parties.

Suspension- To insure the safety of staff and students, various forms of suspension may be used in efforts to correct student behavior.

Expulsion- If bullying/harassment continues or if any given incident is so severe that a safe learning environment cannot exist, the Executive Director will recommend the expulsion of the offending student.

- Lake View Charter School is committed to promoting learning and protecting the safety and well-being of all students at the Charter School. In creating this policy, Lake View Charter School 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.* Lake View Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

The purpose of the Lake View Charter School Governing Board approving this Suspension and Expulsion

Policy is to accomplish the following:

- 1. Establish the Responsibility of Lake View Charter School
- 2. Identify the Grounds for Suspension and Expulsion of Students
- 3. Identify Enumerated Offenses
- 4. Outline Suspension Procedures
- 5. Outline the Authority to Expel
- 6. Outline Expulsion Procedures
- 7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
- 8. Identify the Record of Hearing
- 9. Identify the Presentation of Evidence
- 10. Outline the Written Notice to Expel
- 11. Outline the Maintenance of Disciplinary Records
- 12. Identify a Student's Right to Appeal
- 13. Outline Expelled Students/Alternative Education
- 14. Outline Rehabilitation Plans
- 15. Outline the Readmission Process

1. Responsibility of the Lake View Charter School: When the policy is violated, it may be necessary to suspend or expel a student from the Lake View Charter School. This policy shall serve as the Feather River Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Lake View Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-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.

The Lake View Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

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

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

Additional detail follows below.

• **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.

3. Enumerated Offenses:

- Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:
- · Caused, attempted to cause, or threatened to cause physical injury to another person.
- · Willfully used force of violence upon the person of another, except self-defense.
- 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.
- 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.

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- · Committed or attempted to commit robbery or extortion.
- · Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- 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 student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- 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.
- Knowingly received stolen school property or private property.
- 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.
- 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.
- 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.

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- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school sanctioned events.
- Made terrorist 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.
- 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 students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten 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 students in any of grades 4 to 12, inclusive.

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- 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 students in any of grades 4 to 12, inclusive.
- 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 Lake View Charter School.
- "Electronic Act" means the transmission 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:

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- a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
- b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- 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.
 - A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
 - 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.
- Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion or any of the following acts when it is determined the student:
 - 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.

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

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- 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.
- 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.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- 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 student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

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- 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.
- · Knowingly received stolen school property or private property.
- 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.
- 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.
- 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.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school sanctioned events.

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Made terrorist 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.

- 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 students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten 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 students in any of grades 4 to 12 inclusive.
- 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 students in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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- 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 acts 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 Feather River Charter School.
- 2. "Electronic Act" means the transmission 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 student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student

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would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- d. 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.
- **3.** A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- 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.
- Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
- 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.

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If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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.

4. Suspension Procedure: Suspensions shall be initiated according to the following procedures:

• Conference: Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Lake View 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 Lake View Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or

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her defense. This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Lake View Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

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 Feather River 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.

- 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 Director or Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.
- 5. Authority to Expel: A student may be expelled either by the Lake View Charter School Board following a hearing before it or by the Lake View Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Lake View Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.
- 6. Expulsion Procedures: Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the Student has committed an expellable offense.

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

- a. The date and place of the expulsion hearing;
- b. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- c. A copy of the Lake View Charter School's disciplinary rules which relate to the alleged violation;
- d. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Lake View Charter School to any other school district or school to which the student seeks enrollment;
- e. 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;
- f. The right to inspect and obtain copies of all documents to be used at the hearing;
- g. The opportunity to confront and question all witnesses who testify at the hearing;
- h. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

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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.

- The Lake View Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 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.
- 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.
- 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.
- 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.

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If one or both of the support persons is also a witness, the Lake View Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Lake View Charter School. 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.

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

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- 8. 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.
- 9. Presentation of Evidence: While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

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

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

Feather River Lake View Charter School

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

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.

- **11. Disciplinary Records:** The Lake View Charter School shall maintain records of all student suspensions and expulsions at the Lake View Charter School. Such records shall be made available to the authorizer upon request.
- 12. Right to Appeal: Per AB 1360, a student being expelled or suspended will be provided "oral or written notice of the charges against the student," "an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story," and/or the opportunity for "a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate." Moreover, for any non-voluntary removal, the student's parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.
- **13. Expelled Students/Alternative Education:** Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Lake View Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

- 14. Rehabilitation Plans: Students who are expelled from the Lake View Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Lake View Charter School for readmission.
- **15. Readmission:** The decision to readmit a student or to admit a previously expelled student from another school district or Lake View Charter School shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Lake View Charter School's capacity at the time the student seeks readmission.

Lake View Charter School

Section E: Procedures to Notify Teachers of Dangerous Pupils - Ed Code 49079

Part 1: Notifying Teachers of Dangerous Pupils

When the Executive Director at Lake View Charter School is aware that a student has caused or tried to cause another person serious bodily injury, or any injury that requires professional medical treatment, a separate and confidential file is created for that child. Information based upon written District records or records received from a law enforcement agency are contained in the file.

When such a student is assigned to a teacher, the Executive Director shall provide the teacher with written notification. The teacher is asked to review the student's separate and confidential file in the office. Teachers are informed that such information is to be kept in strictest confidence and is to disseminate no further.

Excerpts from the California Education Code and the California Penal Code are presented below.

From California Education Code Section 49079

- (a) A school district shall inform the teacher of every student who has caused or who has attempted to cause serious bodily injury to another person, as defined in paragraphs (5) and (6) of subdivision (e) of Section 243 of the Penal Code, to another person. Lake View Charter School shall provide the information to the teacher based on any written records that Lake View Charter School maintains or receives from a law enforcement agency regarding a student described in this section.
- (b) No school district shall be liable for failure to comply with this section if, in a particular instance, it is demonstrated that Lake View Charter School has made a good faith effort to notify the teacher.
- (c) The information provided shall be from the previous three (3) school years.
- (d) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Lake View Charter School

Section E: Procedures to notify teachers of dangerous pupils - Ed Code 49079

Part 1: Notifying Teachers of Dangerous Pupils

From California Penal Code Section 243(e) – Paragraphs 5 and 6

- (5) ... "Injury" means any physical injury which requires professional medical treatment.
- (6) ..."Custodial Officer" means any person who has the responsibilities and duties and who is employed by a law enforcement agency of the city or county or who performs those duties as a volunteer.

Lake View Charter School – Employee Security

Notice Regarding Student Crimes and Offenses

The Executive Director or designee shall inform the teacher of every student who has engages in, or is reasonably suspected to have engaged in, any act during the previous three years which could constitute grounds for suspension or expulsion, with the exception of the possession or use of tobacco products. This information shall be based upon written district records or records received from a law enforcement agency. (California Education Code 49079).

When informed pursuant to Welfare and Institutions Code 828.1 that a student has committed crimes unrelated to school attendance which do not therefore constitute grounds for suspension or expulsion, the Executive Director or designee may so inform any teacher, counselor or administrator whom he/she believes needs this information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from needless vulnerability. The Executive Director or designee shall consult with the Executive Director of the school which the student attends in order to identify staff that should be so informed. (California Welfare and Institutions Code 828.1).

Teachers shall receive the above information in confidence and disseminate it no further. (California Education Code 49079, California Welfare and Institutions Code 828.1).

The Executive Director or designee shall maintain the above information in a separate confidential file for each student. When such a student is assigned to a class/program, the Executive Director or designee shall notify the teacher in writing and ask the teacher to initial this notice, return it to the Executive Director or designee, and review the student's file in the school office. This notification shall not name or otherwise identify the student.

The Executive Director or designee shall notify all certificated personnel who are likely to come into contact with the student, including the student's teachers, special education teachers, coaches and counselors.

Lake View Charter School

Section E: Procedures to notify teachers of dangerous pupils - Ed Code 49079

Part 1: Notifying Teachers of Dangerous Pupils

From Lake View Charter School Employee Security (Continued)

The teacher shall initial the student's file when reviewing it in the school office. Once Lake View Charter School has made a good faith effort to comply with the notification requirement of Education Code 49079, a teacher's failure to review the file may be construed as a waiver of Lake View Charter School's liability.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 1: General Information

The administration, teachers and staff at Lake View Charter School actively strive to eliminate acts of discrimination and sexual harassment at the school. All personnel are aware of the mandates from the State of California, the California Department of Education, and the Board of Education of the Lake View Charter School and support them fully. All personnel have received instruction regarding the recognition, prevention, and reporting of acts of discrimination and sexual harassment. It is important that parents understand the provisions regarding sexual harassment and, in particular, student-to-student harassment.

Lake View Charter School is committed to ensuring a professional work and learning environment without discrimination, harassment, intimidation, or bullying on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 2: Sexual Harassment – All Personnel

Lake View Charter School

– Sexual Harassment

The Governing Board prohibits sexual harassment in the working environment of district employees or applicants by any person in any form.

Employees who permit or engage in such harassment may be subject to disciplinary action up to and including dismissal.

Any employee or applicant for employment who feels that he/she or another individual at Lake View Charter School is being sexually harassed should immediately contact his/her supervisor, Executive Director, other district administrator, or the Executive Director or designee in order to obtain procedures for reporting a complaint.

Any supervisor who receives a harassment complaint shall notify the Executive Director or designee, who shall ensure that the complaint is appropriately investigated.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

Lake View Charter School - 4119.11, 4219.11, 4319.11 – Sexual Harassment

Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender–based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: Making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions

- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: Touching, assault, impeding or blocking movements

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting when:

- 1. Submission to the conduct is made either expressly or by implication in terms or condition of any individual's employment.
- 2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual.
- 3. The conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or of creating an intimidating, hostile, or offensive working or educational environment, or of adversely affecting the student or employee's performance, evaluation, advancement, assigned duties, or any other condition of education, employment or career development.
- 4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Other examples of sexual harassment, whether committed by a supervisor or any other employee, are:

- 1. Unwelcome leering, sexual flirtations or propositions.
- 2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
- 3. Graphic verbal comments about an individual's body, or overly personal conversation.
- 4. Sexual jokes, stories, drawings, pictures, or gestures.
- 5. Spreading sexual rumors.
- 6. Touching an individual's body or clothes in a sexual way.
- 7. Cornering or blocking of normal movements.
- 8. Displaying sexually suggestive objects in the educational or work environment.
- 9. Any act of retaliation against an individual who reports a violation of Lake View Charter School's sexual harassment policy or who participates in the investigation of a sexual harassment.

Each Executive Director and supervisor has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes and/or discussing Feather River Charter School's sexual harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading, or exploitive treatment or any other form of sexual harassment.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 2: Sexual Harassment – All Personnel

Notifications

A copy of Lake View Charter School's policy on Harassment in Employment shall:

- 1. Be available, accessible, and displayed in a prominent location in the School's digital manual.
- 2. Be provided to all staff members at the beginning of the first semester of the school year, or whenever a new employee is hired.
- 3. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct.

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing or a copy of district information sheets that contain, at a minimum, components on:

- 1. The illegality of sexual harassment.
- 2. The definition of sexual harassment under applicable state and federal law.
- 3. A description of sexual harassment with examples.
- 4. The district's complaint process available to the employee.
- 5. The legal remedies and complaint process available through the Fair Employment and Housing Department and Commission.
- 6. Direction on how to contact the Fair Employment and Housing Department and Commission.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 3: Sexual Harassment – Students

Lake View Charter School – Sexual Harassment:

The Governing Board prohibits unlawful sexual harassment of or by any student by anyone in or from Lake View Charter School.

Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

Any student who engages in the sexual harassment of anyone in or from Lake View Charter School may be subject to disciplinary action up to and including expulsion. Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal.

The Board expects students or staff to immediately report incidents of sexual harassment to the Executive Director or designee or to another district administrator.

Any student who feels that he/she is being harassed should immediately contact the Executive Director or designee or another district administrator in order to obtain a copy of AR 1312.3 – Uniform Complaint Procedures. Complaints of harassment can be filed in accordance with these procedures.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned.

Lake View Charter School Sexual Harassment (5145.7)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct or a sexual nature when:

- 1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status or progress.
- 2. Submission to or rejection of the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 3: Sexual Harassment – Students

- 3. The conduct has the purpose or effect of having a negative impact on the individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.
- 4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the school.

Other types of conduct which are prohibited in Lake View Charter School and which may constitute sexual harassment include:

- 1. Unwelcome leering, sexual flirtations or propositions.
- 2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
- 3. Graphic verbal comments about an individual's body, or overly personal conversation.
- 4. Sexual jokes, stories, drawings, pictures, or gestures.
- 5. Spreading sexual rumors.
- 6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
- 7. Touching an individual's body or clothes in a sexual way.
- 8. Purposefully limiting a student's access to educational tools.
- 9. Cornering or blocking of normal movements.
- 10. Displaying sexually suggestive objects in the educational environment.
- 11. Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Lake View Charter School

Section F: Discrimination and Sexual Harassment Policy

Part 3: Sexual Harassment – Students

Notifications

A copy of Lake View Charter School's sexual harassment policy shall:

- 1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year.
- 2. Be available, accessible, and displayed in a prominent location in the School's digital manual.
- 3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session.
- 4. Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures, and standards of conduct.

Enforcement

- The Executive Director or designee shall take appropriate actions to reinforce Lake View Charter School's sexual harassment policy. These actions may include:
 - 1. Removing vulgar or offending graffiti.
 - 2. Providing staff in service and student instruction or counseling.
 - 3. Taking appropriate disciplinary action as needed.

Lake View Charter School

Section G: School Dress Code, if it exists. CA Ed Code: Sections 32280-32289

Part 1: Non-classroom based program does not have a dress code.

Lake View Charter School

Section H: Safe Ingress and Egress

Part 1: General Information

Lake View Charter School – Safe Ingress and Egress

Lake View Charter School takes pride in providing a safe environment for all students, parents, and school employees. Our School will take measures to ensure safe ingress and egress to and from school activities and functions for pupils, parents, and school employees. Safe ingress and egress will be maintained by periodic reviews of the procedures for ingress and egress. The school will ensure that all passageways to and from our buildings, corridors within buildings and emergency exits remain clear of all obstruction to allow flow of pedestrian and vehicular traffic. The school will also ensure that potential obstructions and hazards are removed from such areas. To achieve this goal, the school works closely with local law enforcement agencies and the local city government to ensure that the school's immediate community is safe.

Through the joint efforts of Lake View Charter School office, site administrators, faculty, Safety Committee, PTSA, and other organizations, including consultants, Lake View Charter School has developed a plan to ensure the safe arrival and departure of students, staff, and visitors. Lake View Charter School encourages input from our community and reviews this plan on an annual basis.

Any problems associated with safe ingress and egress will be addressed immediately.

Lake View Charter School

Section H: Safe Ingress and Egress

Part 2: Safe Ingress and Egress

Lake View Charter School – Safe Ingress and Egress

Students primarily learn at home. No learning center/resource center.

Lake View Charter School Section I: Bullying and Intimidation Part 1: Anti-Intimidation Policy

Lake View Charter School – Bullying and Intimidation

The Lake View Charter School's Board believes that all students have a right to a safe and healthy school environment. To that end, Lake View Charter School, schools and community have an obligation to promote mutual respect, tolerance, and acceptance. Lake View Charter School will not tolerate any act of intimidation including direct physical contact, gestures, comments, threats or actions, either written, verbal or physical, which cause, threaten to cause or are likely to cause bodily harm, social isolation, manipulation, or personal degradation on any District campus, at any school activity whether on or off campus, while traveling to and from school or a school sponsored activity, or during the lunch period, whether on or off campus.

The consequences of these actions may include a broad range of disciplinary measures as appropriate; however, every effort will also be taken to provide or locate appropriate assistance for both the victim and the offender.

From Lake View Charter School Administrative Regulation 5131 - Conduct

Bullying occurs when one or more students threaten, harass, or intimidate another student through words, or actions including continual direct physical contact such as hitting or shoving intentionally.

These incidents will be acted upon when they occur on the school grounds at any time, en route to and from school or a school-sponsored activity, during the lunch period whether on or off campus.

A "school-related" or "school-sponsored" activity is an activity that is approved by the Executive Director or his/her designee and supervised by assigned school personnel.

For the purpose of this administrative regulation, bullying is, but is not limited to, making unsolicited and unwelcome written, verbal, physical and/or threatening visual gestures or contact.

Written – intimidating/threatening letters, notes, or messages Verbal – intimidating/threatening comments, slurs, innuendos, teasing, jokes, or epithets Visual – threatening gestures Physical – hitting, slapping and/or pinching

Lake View Charter School

Section I: Bullying and Intimidation

Part 1: Anti-Intimidation Policy

Lake View Charter School – Bullying and Intimidation

From Lake View Charter School - Conduct

Making reprisals, threats or reprisal, engaging in coercive behavior to negatively control, influence or affect the health and well-being of a student.

Initial Response and Reporting Expectations

The District expects all employees, if they observe or become aware of an act of intimidation, to take immediate, appropriate steps to intervene.

If, in the opinion of the employee, the matter has not been resolved, then the situation shall be reported to an administrator for further investigation.

Lake View Charter School encourages students, parents and other community members who observe or become aware of a serious act of intimidation to report this act to a school administrator for further investigation.

Investigation and Response

Any incident, which may constitute an act of intimidation and is reported to the Executive Director, shall be thoroughly investigated by the site administrator or designee. Consequences shall be commensurate with the results of the investigation. This may include, but is not limited to, counseling, parent conference, detention, involuntary transfer, a formal suspension and/or expulsion of the offender. The parent or guardian shall be contacted and may be asked to attend a conference with school officials.

If the parent or guardian does not attend the conference, the site administrator shall send a letter informing the parent of the actions under consideration and notifying parent of all data pertinent to the action.

Depending on the severity of the incident, the administrator shall take appropriate steps to insure campus safety. This may include any or all of the following: Implement an immediate safety plan; isolate and supervise involved students; provide staff support for involved students as necessary; report incident to law enforcement if appropriate; notify the parents/guardians of both the offender and the victim and develop supervision plan with parents.

If the act of intimidation is deemed to warrant a suspension, expulsion, or involuntary transfer to another school, then the matter will be processed in accordance with the board policies and [Enter Applicable Administrative Regulation] pertaining to the suspension/expulsion due process.

Lake View Charter School Section I: Bullying and Intimidation Part 1: Anti-Intimidation Policy

Lake View Charter School – Bullying and Intimidation

Assessment and Intervention

An administrative contact will be made with the victim and offender prior to resuming regular schedule of classes. If deemed necessary, the administrator or designee may convene a multidisciplinary team to further assess and determine the need for ongoing support for the victim of the offender.

Depending upon the severity of the intimidation, an investigation may include a review of school records, identification of parent/family issues, and interview with students, parents, and school staff. A multidisciplinary team consisting of school staff, counselor/psychologist, parent, student, and other agency personnel as appropriate, shall develop a behavior support plan.

The support plan may include any or all of the following: a case manager (special education staff), counseling services (site, and/or community resources), parenting skills classes, and other additional support services as deemed appropriate. The case manager will maintain a record of the services provided.

Each site will identify community resources to be used before, during and after incidents of intimidation.

School Follow-up

The case manager has a responsibility to follow up and evaluate the behavior support plan. The case manager will compile a report to the site administrator on the process, resources used, and the follow up procedure involving the victim and the offender.

A copy of the behavior plan and follow-up report will then be forwarded to the Coordinator of Pupil Services.

Retaliation Prohibited

Retaliation against a student who reports or witnesses bullying is strictly prohibited and is ground for discipline.

Mandated Notification

At the beginning of the school year, each student shall receive an age-appropriate summary of the board policy prohibiting intimidation.

Lake View Charter School Section I: Bullying and Intimidation Part 1: Anti-Intimidation Policy

Lake View Charter School – Bullying and Intimidation

An age-appropriate summary of the anti-intimidation board policy shall be part of new student orientation programs and included in student handbooks or informational packets.

A summary of the anti-intimidation board policy shall be included as part of Lake View Charter School's annual notification of parents.

Each staff member shall be notified of Lake View Charter School's anti-intimidation board policy.

The District's anti-intimidation board policy shall be included in each school's comprehensive school safety plan.

Lake View Charter School
Lake View Charter School
Section J: Mental Health Guidelines
Part 1: Mental Health Guidelines

Mental Health Guidelines

The Governing Board of recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. Lake View Charter School acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which works to create a safe and nurturing culture that minimizes suicidal ideation in students.

Recognizing that it is the duty of to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the physical, behavioral and emotional health of students greatly impacts school attendance and educational success, this policy shall be paired with other practices that support the emotional and behavioral wellness of students.

In an attempt to reduce suicidal behavior and its impact on students and families, the Executive Director or designee shall develop strategies for suicide prevention, intervention, and post-intervention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff and any other individuals in regular contact with students.

The Executive Director/or designee shall develop and implement preventive strategies and intervention procedures that include prevention, staff development, developmentally - appropriate programs, intervention, assessment and referral, and parent/ student notification.

Lake View Charter School Section J: Mental Health Guidelines Part 2: Suicide Prevention, Intervention and Postvention Protocol

- Suicide Prevention, Intervention and Postvention Protocol

The Governing Board of recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

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The Executive Director or designee shall develop and implement preventive strategies and intervention procedures that include the following:

Comprehensive School Safety Plan

Lake View Charter School
Section J: Mental Health Guidelines
Part 2: Suicide Prevention, Intervention and Postvention Protocol

- Policy Implementation

A district level suicide prevention coordinator shall be designated by the Executive. This may be an existing staff person. The district suicide prevention coordinator The Mental Health Team will be responsible for planning and coordinating implementation of these regulations for the school.

Nicky (Elizabeth) Mut Regional Assessment Team Coordinator SPED Assessment Team Office # (916) 568-9959 x. Email: <u>elizabeth.mut@inspireschools.org</u>

MENTAL HEALTH TEAM		
Nancy Carson, M.S., PPS Mental Health Coordinator Mobile #: (626) 327-9202 Email: <u>nancycc@inspireschools.org</u>		
Micah Samuels, M.S.TBAMH School PsychologistMH PsychMobile #: (626) 250-9132Mobile#:Email: micah@inspireschools.orgEmail:Region: StatewideRegion:		

The district suicide prevention coordinator shall designate a school program suicide prevention coordinator to act as a point of contact in each school/program for issues relating to suicide prevention and policy implementation. This may be an existing staff person. All staff members shall report students they believe to be at elevated risk for suicide to the school suicide prevention coordinator. The Mental Health Team will act as a point of contact for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school mental health/suicide prevention coordinator.

Staff Professional Development:

All staff will receive annual professional development to include, but not limited to: risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention.

The professional development will include additional information regarding groups of students at elevated risk for suicide. These groups include, but are not limited to the following: those living with mental and/ or

Lake View Charter School Section J: Mental Health Guidelines Part 2: Suicide Prevention, Intervention and Postvention Protocol

substance use disorders, those who have suffered traumatic experiences, those who engage in self harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native students, LGBTQ (lesbian, gay, bisexual, transgender, and questioning) students, students bereaved by suicide, and those with medical conditions or certain types of disabilities. Additional professional development in risk assessment and crisis intervention will be provided to school employed mental health professionals and school nurses. The professional development will include additional information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in self-harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, LGBTQ students, students bereaved by suicide and those with medical conditions or certain types of disabilities.

Youth Suicide Prevention Programming:

Developmentally-appropriate, student-centered suicide prevention education may be incorporated into classroom curricula. The content of these age-appropriate materials may include, but is not limited to: the district's suicide prevention, intervention, and referral procedures, the importance of safe and healthy choices and coping strategies, how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others, help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help. In addition, schools may provide supplemental small group suicide prevention programming for students.

Publication and Distribution:

The administrative regulations will be distributed annually and included in all student and teacher handbooks and on the school website.

Employee Qualifications and Scope of Services

Employees of must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

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Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals including, but not limited to the following: school counselors, school psychologists, social workers and nurses employed by Lake View Charter School.

Parents, Guardians, and Caregivers Participation and Education

To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, the suicide prevention policy shall be prominently displayed in the parent handbook.

All parents/guardians/caregivers should have access to suicide prevention training that includes, but is not limited to the following: suicide risk factors, warning signs, and protective factors, How to talk with a student about thoughts of suicide, how to respond appropriately to the student who has suicidal thoughts.

Intervention, Assessment, Referral

Staff

When a student is identified by a staff person as potentially suicidal, i.e., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the school suicide prevention coordinator will be notified immediately. The student will be seen by the school suicide prevention coordinator as soon as possible. If the school suicide prevention coordinator is not available, the district suicide prevention coordinator will be contacted. If there is no mental health professional available, a school administrator will fill this role until a mental health professional can be brought in. The student will be seen by a school employed mental health professional (school counselors, psychologists, social workers, or nurses) within the same school day to assess risk levels and facilitate referral if needed.

When a student is identified by a staff person as potentially suicidal, i.e., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the parent, teacher, Student Support Team, and possibly the student will be contacted by a Mental Health Team within the same school day to assess risk and/or facilitate referral.

1. School staff will recommend that the student is continuously supervised to ensure their safety.

2. The Mental Health Team and/or Student Support Team(s) will be informed and alerted of the situation as soon as reasonably possible through one or more of the following:

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- Email the Mental Health Team at: mentalhealthteam@inspireschools.org
- Complete the Mental Health Team's At-Risk Survey: Student Mental Health Risk Report
- Complete the Student Support Team's Crisis Survey: <u>Student in Crisis</u>

3. The Mental Health Team and Student Support Team will contact the reporting school staff, as well as the student's parent or guardian, and will provide community-based resources and recommendations. When appropriate, this may include calling emergency services or bringing the student to the local hospital emergency department.

Designated members of the Mental Health Team should conduct a suicide risk assessment. The purpose of the assessment is to determine the level of risk and to identify the most appropriate actions to ensure the immediate and long-term safety and well-being of the student. This should be done by a team that includes a school-employed mental health professional.

Caregiver notification is a vital part of suicide prevention. The appropriate caregiver(s) must always be contacted when signs of suicidal thinking and behavior are observed. Typically this is the student's parent(s); however, when child abuse is suspected protective services should be contacted. Even if a child is judged to be at low risk for suicidal behavior, schools may ask caregivers to sign a form to indicate that relevant informationhas been provided. Regardless, all caregiver notifications must be documented. Caregivers also provide critical information in determining level of risk. Whether a student is in imminent danger or not, it is strongly recommended that lethal means are (i.e. guns, poisons, medications, and sharp objects) are removed or made inaccessible.

Refer to community services if warranted. Referral options to 24 hour community-based services should be identified in advance. It is best to obtain a release from the primary caregiver to facilitate the sharing of information between the school and community agency.

Risk Level I (Low):

<u>Definition</u>: Does not pose imminent danger to self; insufficient evidence for suicide potential. <u>Indicators</u>: Passing thoughts of suicide; no plan; no previous attempts; no access to weapons or means; no recent losses; support system is in place; no alcohol/substance abuse; some depressed mood/affect; evidence of thoughts found in notebook, internet postings, drawings; sudden changes in personality/behavior (e.g., distracted, hopeless, academically disengaged)

Risk Level II (Moderate)

<u>Definition</u>: May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.

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<u>Indicators:</u> Thoughts of suicide; plan with some specifics; unsure of intent; previous attempts and/or hospitalization; difficulty naming future plans; past history of substance use, with possible current intoxication; self-injurious behavior; recent trauma (e.g., loss, victimization)

Risk Level III (High):

<u>Definition</u>: Poses imminent danger to self with a viable plan to do harm; exhibits extreme and/or persistent inappropriate behaviors; sufficient evidence for violence potential; qualifies for immediate arrest or hospitalization.

<u>Indicators:</u> Current thoughts of suicide; plan with specifics, indicating when, where and how; access to weapons or means in hand; finalizing arrangements (e.g., giving away prized possessions, good bye messages in writing, text, on social networking sites); isolated and withdrawn; current sense of hopelessness; previous attempts; no support system; currently abusing alcohol/substances; mental health history; precipitating events, such as loss of loved one, traumatic event or bullying.

Risk Level Interventions and Follow-Up

DO NOT LEAVE THE STUDENT UNSUPERVISED

RL I Action (Low):

- 1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.
- 2. Contact parent/guardian/caregiver and give resources when appropriate.
- 3. Implement Interventions I.E., Student no harm promise and Plan, identify support systems on and off campus.
- 4. Document student and parent contact and place in confidential file.
- 5. Contact CPS if suspected abuse.
- 6. Complete confidential Suicide assessment risk form.
- 7. Consider whether student may have a disability and/or may need referral for additional services.

RL II Action (Moderate):

1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.

2. Notify and/or hand off student ONLY to parent/guardian/caregiver who commits to seek an immediate mental health assessment or to law enforcement if parent is unavailable or uncooperative. Consider any suspected child abuse or neglect prior to contacting parent/guardian.

- 3. If parent transports students to mental health facility have parent sign Parent Notification Form.
- 4. Document student and parent contact and place in confidential file.
- 5. Complete follow-up with student and parent when student returns.
- 6. Contact CPS if suspected abuse.
- 7. Complete confidential Suicide assessment risk form.

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8. Consider whether student may have a disability and/or may need referral for additional services.

RL III Action (High):

1. CONSULT WITH A MENTAL HEALTH PROFESSIONAL.

2. Notify and/or hand off student ONLY to parent/guardian/caregiver who commits to seek an immediate mental health assessment or to law enforcement if parent is unavailable or uncooperative. Consider any suspected child abuse or neglect prior to contacting parent/guardian.

3. Contact law enforcement. Law enforcement will determine if the parent will transport student to mental health evaluation center or police may arrange for transportation to the mental health evaluation center.

- 3. Complete mental health evaluator form.
- 4. If parent transports students to mental health facility have parent sign Parent Notification Form.
- 5. Complete confidential Suicide assessment risk form.
- 6. If police arrange for transport, notify site administrator.
- 7. Document student and parent contact.
- 8. Consider whether student may have a disability and/or may need referral for additional services.
- 9. Contact CPS if suspect abuse.
- 10. Follow procedures for re-entry to School After a Suicide Attempt.

As appropriate, consider an assessment for special education or a 504 Accommodation plan for a student whose behavioral and emotional needs affect their ability to benefit from their educational program.

Document all actions

The suicide prevention coordinator Mental Health Team shall maintain records and documentation of actions taken at the school for each case.

Notes, documents and records related to the incident are considered confidential information and remain privileged to authorized personnel. These documents should be kept in a confidential file separate and apart from the student's cumulative records.

If the student transfers to a school within or outside the sending school may contact the receiving school to share information and concerns, as appropriate, to facilitate a successful supportive transition.

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Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis:

Treat every threat with seriousness and approach with a calm manner; make the student a priority. Listen actively and non-judgmental to the student. Let the student express his or her feelings.

Acknowledge the feelings and do not argue with the student.

Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress.

Explain calmly and get the student to a trained professional, school psychologist, school counselor, or designated staff to further support the student.

Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

Students

Each school site and program within shall identify, disseminate and prominently display a process for students to safely notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

Parental Notification and Involvement

Each school within shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

After a referral is made for a student, school staff shall verify with the Parent/guardian/caregiver that followup treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student prior to returning to school.

If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide prevention coordinator, administrator or other mental health professional will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the

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importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

A written authorization to exchange/release information should be completed by the parents/guardians/caregivers and appropriate school staff (e.g., school psychologist, school counselor and/or nurse) should consult with outside mental health or medical treatment team.

Action Plan for In-School Suicide Attempts

Each school site and program within shall follow the following action plan to immediately address in school suicide attempts. If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed:

Remain calm, remember the student is overwhelmed, confused, and emotionally distressed.

Move all other students out of the immediate area.

Immediately contact the administrator and suicide prevention coordinator.

Call 911 and give them as much information about the situation as possible.

If needed, provide medical first aid until a medical professional is available.

Parents/guardians/caregivers should be contacted as soon as possible.

Do not send the student away or leave them alone, even if they need to go to the restroom.

Listen and prompt the student to talk.

Review options and resources of people who can help.

Be comfortable with moments of silence as you and the student will need time to process the situation.

Provide comfort to the student.

Promise privacy and help, and be respectful, but do not promise confidentiality.

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Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

Follow procedures for re-entry to School After a Suicide Attempt.

Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of property, it is crucial to protect the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

Contact the parents/guardians/caregivers and offer support to the family.

Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.

Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct.

Designate a staff member to handle media requests.

Provide care and determine appropriate support to affected students.

Follow procedures for re-entry to School After a Suicide Attempt.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

A student returning to school following hospitalization, including psychiatric and drug or alcohol inpatient treatment, must have written permission by the health care provider in order to attend school.

A written authorization to exchange/release information should be completed by the parents/guardians/caregivers and appropriate school staff (e.g., school psychologist, school counselor and/or nurse) should consult with the outside mental health or medical treatment team.

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If the student has been out of school for any length of time, including mental health hospitalization, the school site administrator or designee should hold a re-entry meeting with key support staff, parent/guardian/caregiver and student to facilitate a successful transition back into school.

The re-entry meeting should include a review of the authorization for return and documentation provided by the outside mental health or medical treatment team.

The documentation provided should be considered in the development of a student safety plan for re-entry.

The school team should confer with student and parents/guardians/caregivers about any specific requests on how to handle the re-entry.

Inform the student's teachers about possible days of absences.

Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student).

Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood as part of the student safety plan.

Work with parents/guardians/caregivers to involve the student in an aftercare plan.

POSTVENTION

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital to be prepared ahead of time in the event of such a tragedy. The following are general procedures for the school administrator/ Executive Director in the event of a completed suicide:

Gather pertinent information

Confirm cause of death is the result of suicide, if this information is available.

Identify staff member to be the point of contact with the family of the deceased. Information about the cause of death should not be disclosed to the school community until the family has been consulted and has consented to disclosure.

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 Section J: Mental Health Guidelines

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Assemble district crisis response team

District crisis response team to determine initial response procedures and obtain consultation regarding number of personnel needed for initial response. It is helpful to have the following information available for consultation:

-Demographic information
-Siblings (If any within)
-School Profile
-Known friends/groups
-Identification of additional high risk students

Staff notification

Concerns and wishes of family members regarding disclosure of the death and cause of death should always be taken into consideration when providing facts to students, staff and parents. Some actions to consider:

Assess the extent and degree of psychological trauma and impact to the school community

Establish a plan to notify staff of death, once consent is obtained by the family of the deceased.

Notification of staff is recommended as soon as possible (In person if possible).

To dispel rumors, share accurate information and all known facts about the death.

Emphasize that no one event is to blame for suicide. Suicide is complex and cannot be simplified by blaming individuals, drugs, music and/or school.

Allow staff to express their own reactions and grief; identify anyone who may need additional support and provide resources.

Student notification and support

Concerns and wishes of family members regarding disclosure of the death and cause of death should always be taken into consideration when providing facts to students, staff and parents. Some actions to consider:

Lake View Charter School

Section J: Mental Health Guidelines

Part 2: Suicide Prevention, Intervention and Postvention Protocol

Notification of students should be done in small group settings, such as in the classroom. Do not notify students using a public announcement system.

To the extent possible, students should be notified in the same time period to minimize rumors.

When possible, the news should be delivered by staff with whom the students are most familiar and comfortable.

Provide staff with a scripted notification of death for students and

Prepare staff for potential reactions and questions. Review student support plan making sure to clarify procedures and locations for crisis counseling.

Define triage procedures for students and staff who may need additional support in coping with the death.

Identify a lead crisis response staff member to assist with coordination of crisis counseling and support services.

Identify locations on campus to provide crisis counseling to students, staff and parents, as needed.

Identify a mental health professional (School psychologist or school counselor) to check in with students previously identified to be at risk for suicide.

Request substitute teachers, as needed.

Maintain sign-in sheets and documentation on individual's services for follow up, as needed.

Provide students, staff or parents/guardians/caretakers with after-hours resource numbers such as the 24/7 Suicide Prevention Crisis Line.

Refer students or staff who require a higher level of care for additional services such as a community mental health provider, or their health care provider. Indicators of students and staff in need of additional support and/or referral may include the following:

Comprehensive School Safety Plan

Lake View Charter School

Section J: Mental Health Guidelines

Part 2: Suicide Prevention, Intervention and Postvention Protocol

Persons with close connections to the deceased.

Persons who have experienced a loss over the past six months to a year, a traumatic event, have witnessed acts of violence, or have a history of suicide (Self or family member).

Persons who appear emotionally over-controlled (e.g., a student who was very close to the deceased but who is exhibiting no emotional reaction to the loss) or those who are angry when majority are expressing sadness.

Persons unable to control crying

Persons with multiple traumatic experiences may have strong reactions that require additional assistance.

Document

School administration shall maintain records and documentation of actions taken at the school site.

Monitor and manage

School administration with support from the district crisis team should monitor and manage the situation as it develops to determine follow up actions and continued support plans.

Communicate with the larger school community about the suicide death;

Consider funeral arrangements for family and school community;

Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered. Memorials or dedications to a student who has died by suicide should not glamorize or romanticize either the student or the death.

Identify and monitor social media platforms students are using to respond to the suicide. Encourage parents to monitor internet postings regarding the death, including the deceased personal profile pages.

Comprehensive School Safety Plan

Lake View Charter School

Section K: Crime Assessment Part 1: Crime Assessment

In compliance with SB 187 and SB 334, will compile statistics pertaining to school crime committed at our locations and at school-related functions. The school will complete a *California Safe Schools Assessment – School Crime Reporting Form* for each incident that occurs. Copies of these forms shall be inserted in the Appendix this plan. The school will also insert an annual breakdown of incidents, by month. Information obtained will assist the school and in developing programs to reduce the incidence of crime on campus.



Extended TK - limited availability. 2020-2021 school year only

Extended TK "grandfathered" in - only available to siblings of returning students for the 2020-2021 school year. No extended TK will be offered for any students after 2020-2021.

Enrollment Date Range	Total Fund	Funds upon Enrollment	Funds Drop Dec 1.
	Amount		
7/1-10/9	\$1000	\$500	\$500
10/12-11/2	\$750	\$250	\$500
11/3-1/8	\$500	\$500	0
Enrollment not available for Extended TK after 1/8	n/a	n/a	n/a

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Lake View Charter School** ("School"), a California nonprofit public corporation that operates a public charter school and ______ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and handson experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. <u>Term</u>: This Agreement shall be effective as of **[INSERT DATE]** until June 30, 2020 (the "Initial Term"). [INSERT DATE].
- b. <u>Termination</u>: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

a. <u>Scope of Services</u>: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. <u>No Authority to Bind School</u>: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. <u>Responsibility for Performance</u>: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. <u>Compliance with Charter Petition and Law</u>: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. <u>Service Limitations</u>: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. <u>No Private School Affiliation</u>: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

g. <u>Prohibited Conflicts</u>: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. <u>Enrichment Certificate</u>: School requests Services from Vendor through School's issuance of an Enrichment Certificate. School is not responsible to pay for any the costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. <u>Vendor Invoice</u>: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to [INSERT CONTACT INFORMATION]. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. <u>Termination of Enrichment Certificate</u>: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. <u>Incurred Costs</u>: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. <u>Use of School's Name</u>: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

a. <u>Vendor Qualifications</u>: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. <u>Relationship</u>: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. <u>Licenses</u>: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. <u>No Training or Instruction</u>: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents and vertices under this Agreement.

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. <u>Background Check</u>: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.
- b. <u>First Aid & CPR Certification</u>: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.
- c. <u>Supervision</u>: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. <u>Students shall not interact in one-on-one settings with Vendor (or its employees) without the School's express written permission</u>. Vendor may not transport students without School's express written permission.
- d. <u>Student Discipline</u>: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must immediately notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. <u>If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.</u> If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.
- e. <u>Reporting Bullying and Harassment Incidents to School</u>: To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.
- f. <u>Training</u>: Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. <u>Indemnification</u>: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. <u>General Liability Insurance Limits</u>: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & adv-ertising injury
- c. <u>Additional Insurance Requirements</u>: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

a. <u>Confidential Information</u>: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior

written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission. Vendor must take all necessary and appropriate steps to protect and safequard all of School's Confidential Information and proprietary information from unauthorized disclosure.

b. <u>Disclosure of Records</u>: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

a. <u>Informal Dispute Resolution</u>: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

- b. <u>Mediation</u>: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. <u>Arbitration</u>: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining

provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:	If to School:
(Please fill in with your information)	
Business:	[INSERT CONTACT]
Name:	Vendor Administrator
Title:Address:	[INSERT ADDRESS]
	[INSERT EMAIL ADDRESS]
Email:	[INSERT PHONE NUMBER]
Phone:	

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of

the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

LAKE VIEW CHARTER SCHOOL

VENDOR

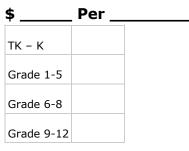
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EXHIBIT A Detailed List of Vendor Services and Prices

*Anything not listed will not be approved

Services Offered:

Grade Level and Price:



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Grade 1-5		
Grade 6-8		
Grade 9-12		

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Grade 9-12	

Cancellation & Refund Policy

Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.

Name of Owner/Director: ______

Signature:	Date:
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2020-2021 School Calendar

CLASSIFIED

Lake View Charter School

School Year Dates

Aug 3	Teachers Back to Work
Aug 17	First Day of School for Students
Jan 8	End of Semester 1
May 25	Last Day of School



Holidays

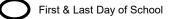
July 3	4th of July
Sep 7	Labor Day
Nov 11	Veterans Day
Nov 23-27	Thanksgiving Break
Dec 21-Jan 1	Winter Break
Jan 18	Martin Luther King, Jr. Day
Feb 12	Lincoln Day
Feb 15	Washington Day
May 31	Memorial Day
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School Closed

Closed



SECONDFIRST AMENDED BYLAWS

OF

LAKE VIEW CHARTER SCHOOL

a California Nonprofit Public Benefit Corporation

ARTICLE I OFFICES

Section 1. PRINCIPAL OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. OTHER OFFICES. The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

ARTICLE II OBJECTIVES AND PURPOSES

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

ARTICLE III NONPARTISAN ACTIVITIES

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

ARTICLE IV DEDICATION OF ASSETS

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No

part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

ARTICLE V NO MEMBERS

Section 1. NO MEMBERS. The corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 2. AUTHORITY VESTED IN BOARD. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 3. ASSOCIATES. The corporation may use the term "members" to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

seal.

(I) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than <u>five eleven (511)</u>, unless changed by amendments to these bylaws, with the actual number to be determined from time to time by a resolution or motion of the board. Directors shall be elected by a vote of a majority of directors then in office. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. In accordance with the California Corporations Code, nNo more than 49 percent of the persons serving on the board of directors may be <u>"interested persons"</u> (as defined in this Section 3). An "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister- in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Spouses of staff are ineligible to serve as a member of the board of directors to avoid any conflicts of interest under Government Code section 1090. The board of directors and designated staff members are required to follow the recusal processes identified in the Government Code sections 1091 and 1091.5, and the Political Reform Act (Government Code sections 87100, *et seq.*).

<u>Section 4.</u> TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for <u>twoone</u> (21) years, <u>which terms shall be staggered</u>. A director may serve multiple terms of service. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; and (c) the increase of the authorized number of directors.

Section 4.Section 5. DIRECTOR SELECTION. New directors shall be selected in the sole discretion of the majority of the board at the time of selection. The board will endeavor to advertise any director vacancies on its website and to the school community. Current board members may also recommend potential new directors to the board. The board will accept applications to fill available vacancies. The board is not obligated to select any applicant if, in the board's sole discretion, it does not believe the applicant possesses the requisite skills, availability, demeanor, etc., suitable for the director position even if that means the position will remain vacant. At least one member of the board of directors will be a community member or a parent of Lake View Charter School student.

Section 5.Section 6. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 6.<u>Section 7.</u> REMOVAL OF DIRECTORS. Any director may be removed at any time by a majority vote of directors then in office, with or without cause.

Section 7.<u>Section 8.</u> VACANCIES. Vacancies on the board shall be filled by the vote of a majority of directors then in office. Each director so elected shall hold office until expiration of the term of the replaced director, if mid-term, and for the term if voted in at the beginning of a new term.until a successor has been duly qualified and elected.

Section 8. Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within the county in which the greatest number of pupils who are enrolled in the School reside within or outside the State of California that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another and a majority of the members are within the county in which the greatest number of pupils who are enrolled in the School reside. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the directors at least seventy-two (72) hours prior to the time of the holding of the meeting.

<u>Section 10.</u> ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation. This Act requires that at least 72 hours before a regular meeting, and 24 hours before a special meeting, the Board of Directors or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 9.<u>Section 11.</u> SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, or a board <u>majority</u>the president, any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, <u>or electronic transmission</u>, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least <u>twenty-four seventy-two</u> (2472) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 10.Section 12.QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by the board of directors requires a vote of the a majority of the acting board of directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

Section 11.Section 13.WAIVER OF NOTICE; CONSENT. Notice of a meeting required by the Corporations Code need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director. Notice of all meetings shall be given in accordance with the requirements of the Ralph M. Brown Act, California Corporations Code sections 54950, *et seq.*

Section 12. Section 14. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in the same manner as provided for special meetings, unless notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the adjourned meeting was held within 24 hours after the time of the adjournment. need not be given, unless the meeting is adjourned for more than twenty four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.

Section 13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 14.<u>Section 15.</u>FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

ARTICLE VII COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, <u>shall be advisory onlymay have all the authority of the board, except with respect to</u>:

(a) undertaking any final action on any matter that, under the Law, also requires approval of the board of directors;

(b) the filling of vacancies on the board of directors or in any committee;

(c) the amendment or repeal of bylaws or the adoption of new bylaws;

Lake View Charter School First Amended Bylaws Adopted on June 17, 2020 DOCS 125070-000001/3697064.4 (d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;

(e) the appointment of any other committees of the board of directors or the members thereof;

(f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. If required by law, committee meetings shall be held in accordance with the Ralph M. Brown Act, California Government Code sections 54950, et seq.

ARTICLE VIII OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms "agent", "proceeding", and "expenses" shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of

California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to

purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

ARTICLE X RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest, if any such transaction occurred. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

ARTICLE XI GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances;

and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

ARTICLE XII AMENDMENTS

The board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the directors then in office; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of <u>Lake View Charter</u> <u>School</u>, a California nonprofit public benefit corporation, does hereby certify that the foregoing First Amended Bylaws constitute the bylaws of this corporation as duly adopted at the meeting of the Board of Directors of Lake View Charter School on June 17, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this <u>17th</u> day of June, 2020.

Billie Adkins, Secretary

Lake View

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Notes:
July 29 – Board Meeting
August 26 – Board Meeting
September 23 – Board Meeting
October 28 – Board Meeting
November 11 – Board Meeting
December 9 – Board Meeting
January 27 – Board Meeting
February 24 – Board Meeting
March 24 – Board Meeting
April 28 – Board Meeting
May 26 – Board Meeting
June 23 – Board Meeting

Legend:

- Blue Board Meeting
- Green Holiday

Orange – Due Date (See appendix)

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2020-2021

Appendix – Important Due Dates

October

- Unaudited Actuals
- November 1st Dashboard Indicators due to the state

December

- Approval of Previous Years Audit
- December 15th LCAP (for 2020-2021 School Year Only)
- December 15th First Interims due to the county

January

• February 1st - SARC (School Accountability Report Card) due to the state

February

• March 1st - Comprehensive School Safety Plan

March

- March 15th Second Interims due to the county
- March 31st Auditor Selection Form due to the county

April

- April 1st Form 700s due to the County Board of Supervisors
- School Calendars

May

Public Hearing of LCAP

June

- Adopted Budget
- Final Approval of the LCAP
- Board Meeting Calendar

LAKE VIEW CHARTER SCHOOL

BOARD RESOLUTION 2020-7

I. Adoption of Lake View Charter School Approving Stipend Expense for Travel, Internet and Phone

WHEREAS, Directors may be reimbursed by the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director, and

WHEREAS, Directors are incurring ongoing expenses for equipment, internet services and software, as well as travel expenses, to prepare for and participate in meetings of the Board; and

WHEREAS, the Directors have determined that the reasonable cost of such expenses is approximately [\$XXX] for each Board meeting attended;

NOW, THEREFORE BE IT RESOLVED:

- 1. Each Director shall be entitled to a stipend of \$XXX for each Board meeting attended.
- 2. Each Directors shall maintain such records as he or she deems proper to substantiate such costs.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Lake View Charter School a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Lake View Charter School which was duly and regularly held on ______, 2020, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2020.

Secretary of the Board of Directors of Lake View Charter School

County	School	Role	Regular Pay	Other Pay	Benefits	Total Pay & Benefits
Lake View	Lake Elementary	Superintendant	\$96,311.04	\$0.00	\$37,681.68	\$133,992.72
Butte	Come Back Butte Charter	Principal	\$99,507.66	\$2,358.00	\$26,562.21	\$128,427.87
Butte	Paradise Unified	Superintendant	\$154,974.06	\$0.00	\$37,071.72	\$192,045.78
Glenn	Orland Joint Unified	Superintendant	\$201,448.40	\$0.00	\$43,567.14	\$245,015.54



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Average Salaries & Expenditure Percentage - CalEdFacts

This content is part of California Department of Education's information and media guide about education in the State of California. For similar information on other topics, visit the full <u>CalEdFacts</u>.

Statewide Average Salaries and Expenditure Percentages: 2017–18

The State Superintendent of Public Instruction is required by California *Education Code* (*EC*) Section 41409(c) to provide annually to each school district, for use in the School Accountability Report Card (SARC), the statewide salary averages for teachers and administrators and the statewide percentage of expenditures spent on personnel in the following categories:

- 1. Beginning, midrange, and highest salary paid to teachers
- 2. Salaries of school-site principals
- 3. Salaries of district superintendents
- 4. Percentage of expenditures allocated to teacher salaries
- 5. Percentage of expenditures allocated to administrative personnel salaries

Existing law also requires the State Superintendent to group the statewide salary averages and percentage of expenditures by district type (elementary, high, and unified) and by size based on regular annual average daily attendance.

Every school district, except for kindergarten through grade twelve districts with a single school, must include in its SARC (*EC* Section 41409.3) the statewide averages and expenditure percentages provided by the State Superintendent along with the district's salaries and expenditure percentages for comparative purposes.

For more information regarding statewide average salary fiscal information, contact the Office of Financial Accountability and Information Services by phone at 916-322-1770 or by email at <u>sacsinfo@cde.ca.gov</u>. Questions concerning program information should be directed to the Policy and Evaluation Division by phone at 916-319-0875 or by email at <u>sarc@cde.ca.gov</u>. Additional information is also available on the California Department of Education <u>SARC web page</u>.

Statewide Average Salaries and Expenditure Percentages for the School Accountability Report Card: 2017–18

ADA = Average Daily Attendance

Elementary School Districts

Statewide Averages	Small	Medium	Large
	ADA <1,000	ADA 1,000 to 4,999	ADA ≥5,000
Beginning Teacher Annual Salary	\$45,252	\$49,378	\$45,741

https://www.cde.ca.gov/fg/fr/sa/cefavgsalaries.asp

Average Salaries & Expenditure Percentage - CalEdFacts (CA Dept of Education)

Midrange Teacher Annual Salary	\$65,210	\$77,190	\$81,840
Highest Teacher Annual Salary	\$84,472	\$96,607	\$102,065
School-Site Principal Annual Salary (Elementary)	\$107,614	\$122,074	\$129,221
School-Site Principal Annual Salary (Middle)	\$112,242	\$126,560	\$132,874
School-Site Principal Annual Salary (High)	N/A	\$126,920	\$128,660
District Superintendent Annual Salary	\$124,686	\$186,346	\$224,581
Percentage Allocated for Administrative Salaries	6.60%	5.96%	5.37%
Percentage Allocated for Teacher Salaries	31.42%	35.59%	36.38%

High School Districts

Statewide Averages	Small ADA <1,000	Medium ADA 1,000 to 3,999	Large ADA ≥4,000
Beginning Teacher Annual Salary	\$48,044	\$48,684	\$52,466
Midrange Teacher Annual Salary	\$67,032	\$78,920	\$87,373
Highest Teacher Annual Salary	\$89,023	\$99,844	\$109,803
School-Site Principal Annual Salary (Middle)	N/A	\$135,905	\$142,025
School-Site Principal Annual Salary (High)	\$123,219	\$134,157	\$153,904
District Superintendent Annual Salary	\$138,074	\$185,654	\$241,221
Percentage Allocated for Administrative Salaries	5.87%	5.76%	4.70%
Percentage Allocated for Teacher Salaries	28.38%	31.07%	33.29%

Unified School Districts

Statewide Averages	ADA <1,500	ADA 1,500 to 4,999	ADA 5,000 to 9,999	ADA 10,000 to 19,999	ADA ≥20,000
Beginning Teacher Annual Salary	\$43,574	\$46,208	\$49,084	\$51,374	\$48,612
Midrange Teacher Annual Salary	\$63,243	\$72,218	\$76,091	\$80,151	\$74,676
Highest Teacher Annual Salary	\$86,896	\$92,742	\$95,728	\$100,143	\$99,791

https://www.cde.ca.gov/fg/fr/sa/cefavgsalaries.asp

Average Salaries & Expenditure Percentage - CalEdFacts (CA Dept of Education)

School-Site Principal Annual Salary (Elementary)	\$103,506	\$113,112	\$118,990	\$126,896	\$125,830
School-Site Principal Annual Salary (Middle)	\$108,961	\$118,220	\$125,674	\$133.668	\$131,167
School-Site Principal Annual Salary (High)	\$108.954	\$127,356	\$137,589	\$143,746	\$144,822
District Superintendent Annual Salary	\$136,125	\$186,823	\$230,096	\$245,810	\$275,796
Percentage Allocated for Administrative Salaries	6.40%	5.83%	5.61%	5.15%	5.06%
Percentage Allocated for Teacher Salaries	30.33%	32.54%	34.62%	35.21\$	33.84%

The average salary of public school teachers in 2017–18 for the State of California was \$80,680.

According to Table B-6 of the National Education Association's (NEA) Rankings & Estimates: Rankings of the States 2018 and Estimates of School Statistics 2019 report, California's 2017–18 average teacher salary ranked second highest in comparison to all other states. To download and view NEA's full report, please visit <u>NEA's web site</u> ¹/₂.

Questions: Financial Accountability & Information Services | sacsinfo@cde.ca.gov | 916-322-1770

Last Reviewed: Wednesday, July 17, 2019