



## Lake View Charter School

### Regular Scheduled Board Meeting

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#### **Date and Time**

Wednesday December 9, 2020 at 5:00 PM PST

#### **Location**

285 E 5th Street  
Chico CA 95926

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Zoom Link: <https://zoom.us/j/98313547517>

Meeting ID: 983 1354 7517

Join by Phone: (669) 900-6833

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#### **Agenda**

- I. Opening Items**
  - A.** Record Attendance
  - B.** Call the Meeting to Order
  - C.** Approval of the Agenda
  - D.** Public Comments
  - E.** Closed Session

- Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (one case)
- Public Employee Dismissal/Release - Gov. Code Section 54957

**F.** Announcement of Any Action Taken During Closed Session

**G.** Executive Director's Report

**H.** Multi-Cultural Diversity Inclusion Perspectives Update

**I.** Approve Minutes

Approve minutes for Regular Scheduled Board Meeting on October 28, 2020

**J.** Approve Minutes

Approve minutes for Special Board Meeting on December 2, 2020

## **II. Finance**

**A.** Finance Training Workshop - Part 1

**B.** October Financials & First Interim Report

**C.** Budget Overview for Parents

**D.** Charter School Capital Presentation

**E.** Shared Staffing Memorandum of Understanding for High School

## **III. Operations**

**A.** Comprehensive Safety Plan

**B.** Employee Handbook

## **IV. Closing Items**

**A.** Board of Director's Comments & Requests

**B.** Announcement of Next Regular Scheduled Board Meeting

January 27, 2021 at 5:00 p.m.

**C.** Adjourn Meeting

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 to the administrative team of 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 requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. 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.

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# Coversheet

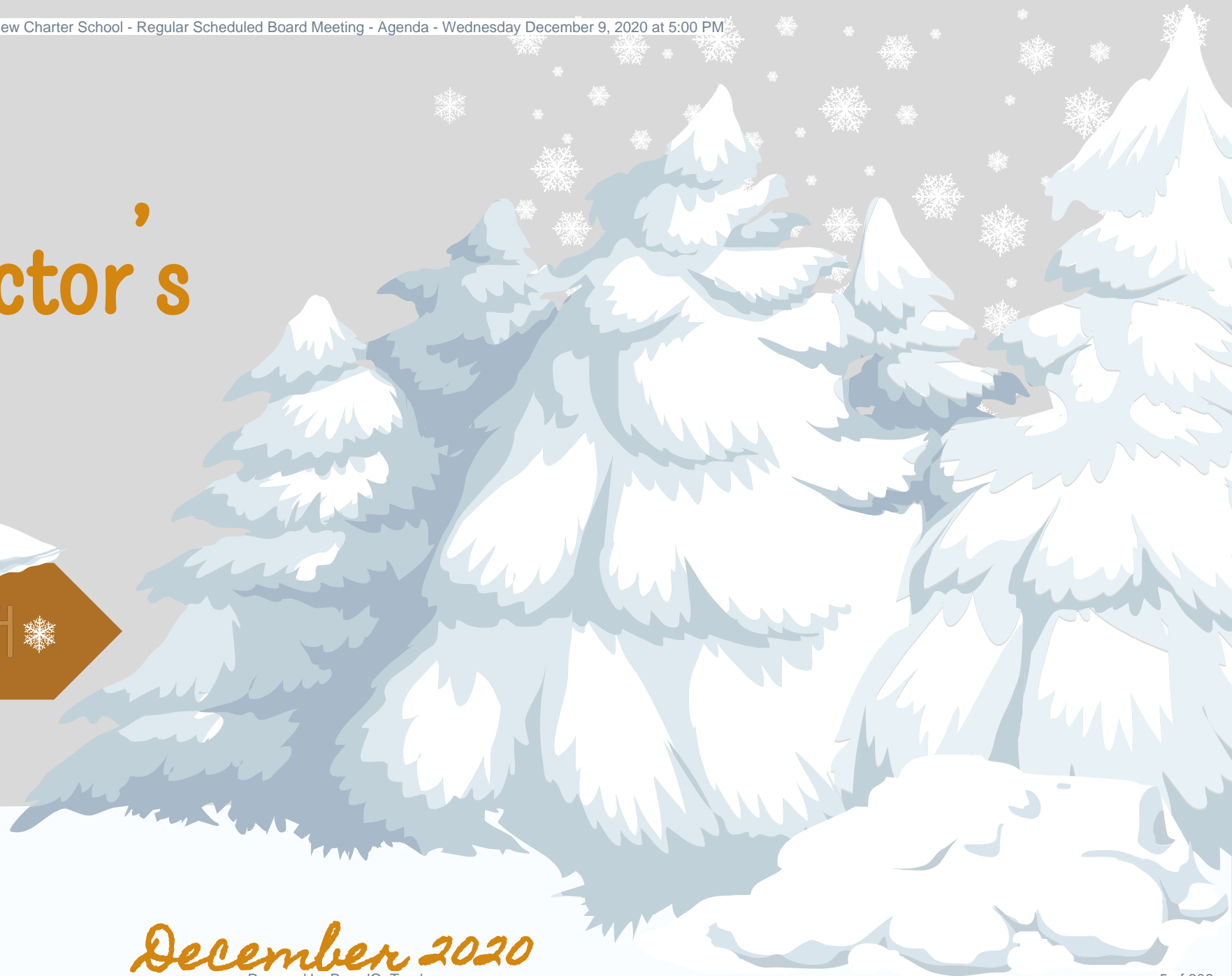
## Executive Director's Report

<b>Section:</b>	I. Opening Items
<b>Item:</b>	G. Executive Director's Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Executive Director Report.pdf





# Executive Director's Report



*December 2020*  
Powered by BoardOnTrack

# School Updates

## ACHIEVEMENT.

- New, more stringent laws are making it more challenging for charters to be renewed
- Showing academic growth in our students through assessments is imperative
- Our team is strategic planning on how to better support our students (focus group, survey to teachers and parents, looking at support curriculum)
- Build on our current resources

## PLANNING.

We are looking at structure and planning for next year. We are updating job descriptions, looking at programs and any adjustments in structure needed..

## PROFESSIONAL DEVELOPOMENT.

Last staff meeting of 2020 last week. Preparing for January PD-breakouts & motivational speaker.

## ENRICHMENT.

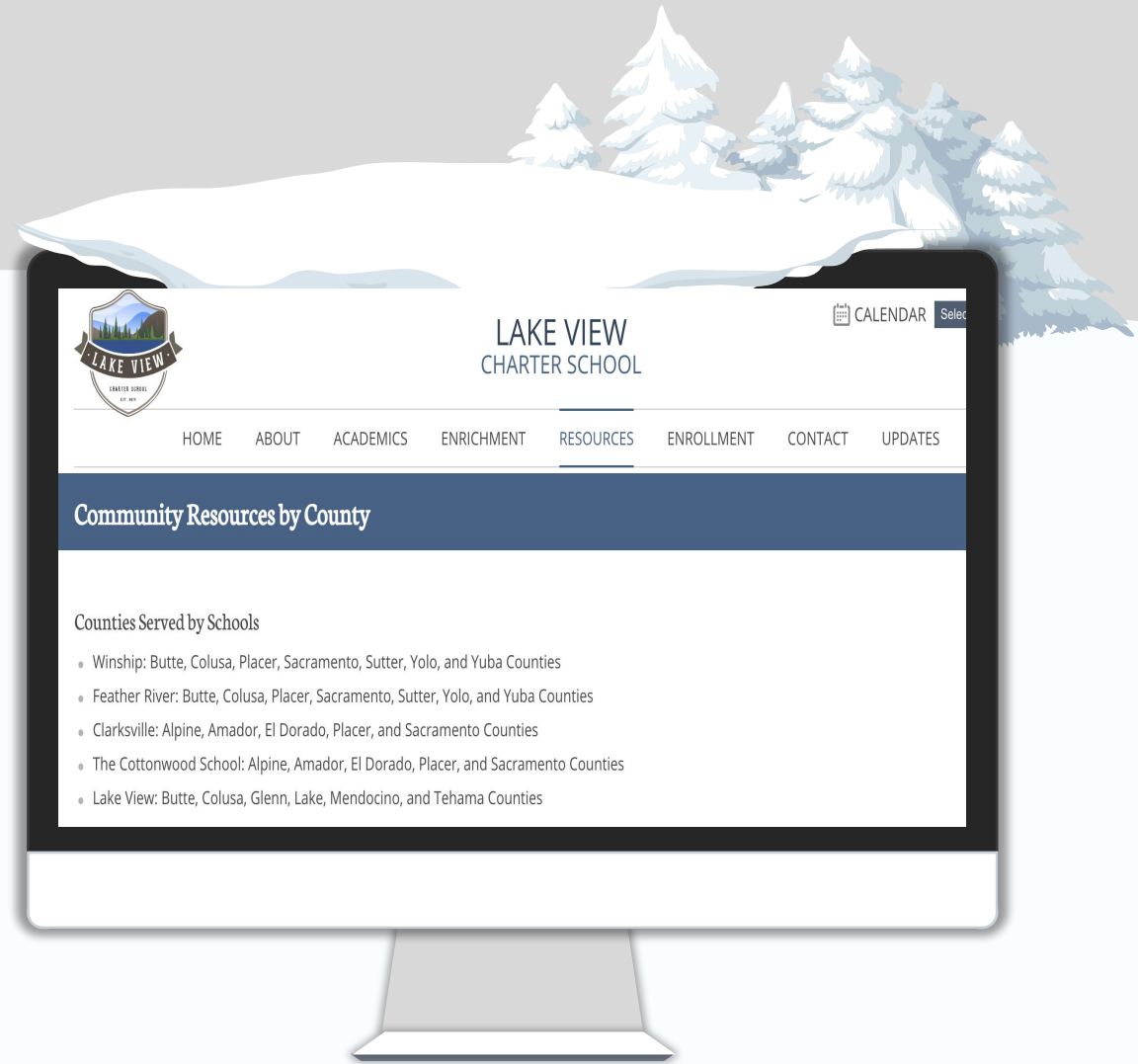
- ☑ "Tier 1" started allowing the purchase of **family-led in-person activities and products**
- ☑ All vendor services (ie. classes, lessons, tutoring, driver's training, coaching, team sports, swimming lessons, etc.) and **all staff interaction must remain virtual**, until further notice.
- ☑ Working on "Tier 2", responsive plan for enabling in-person vendor services for the spring semester beginning in January. Met with stakeholders.

SOUTH

NORTH

# New Community Resources Page

Our school Website now has resources listed by county for our families. Thank you to our community liaisons for gathering all of this information and making it available.



# Enrollment Update



## Enrollment Update from Principal Lake View Charter School

Current Enrollment County by County/Gradelevel as of 12/02/20

Grade	Butte	Colusa	Glenn	Lake	Mendocino	Tehama	Totals
TK	6	0	0	0	0	2	8
KN	30	0	0	2	11	7	50
1	24	0	5	2	9	12	52
2	35	0	2	1	8	3	49
3	37	0	1	0	15	7	60
4	40	0	2	1	7	4	54
5	35	1	1	0	7	3	47
6	25	0	0	1	4	2	32
7	26	1	1	0	11	3	42
8	17	0	0	1	4	2	24
9	12	0	0	0	2	2	16
10	7	2	0	0	1	1	11
11	9	0	0	0	1	1	11
12	10	0	0	0	1	1	12
<b>Curent Total</b>	<b>313</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>81</b>	<b>50</b>	<b>468</b>
<b>Annual Growth</b>	<b>-17</b>	<b>4</b>	<b>-3</b>	<b>-10</b>	<b>7</b>	<b>6</b>	<b>-13</b>

*Growth calculated from SY19-20 ending enrollment totals.*

# WASC Update



We are pleased to announce that Lake View Charter School received the full accreditation for grades 9-12!

# LLMF Update

## Staff:

- Zoom accounts
- Google Voice accounts
- Microsoft Accounts
- Hot Spots mailed to all staff
- Additional screens, headsets, doc cams, tools for online instruction
- Recording equipment to be used for professional quality instructional videos and communication

## Students:

- New options of online platforms
- Additional curriculum for student support
- Loaner laptops
- Hot spots for students in need
- Microsoft Accounts
- SEL Curriculum & Support

## Other:

- Data Consultants

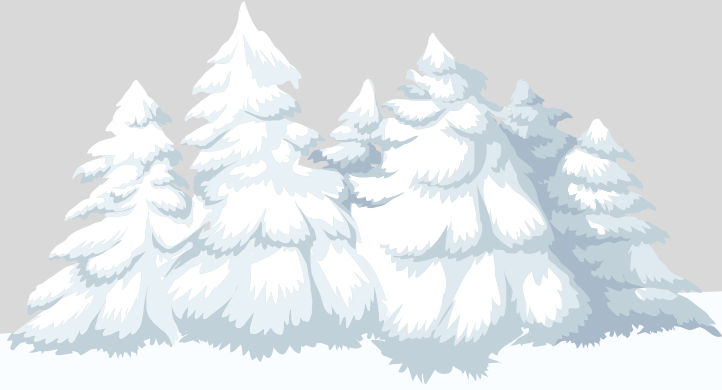




# AB1505

- Charter renewal for middle track schools is based on:
  - State and local indicator data, along with other data sources, to determine academic achievement: post-secondary outcomes, and/or verified data
  - Verified data: AB 1505 requires authorizers to consider “verified data” for renewals of charter schools that fall within the low-performing and middle-performing categories. The STAR Assessment is a verified data source
  - Post-secondary outcomes: includes data collected through a source such as the National Student Clearinghouse, graduate surveys, student interviews
- Renewal will more explicitly align charter goals and outcomes to state dashboard priorities

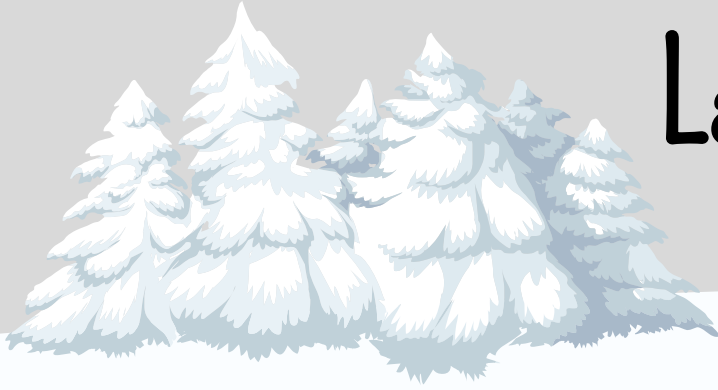
# STAR Assessment Information



- Three assessment windows this year
  - Fall: September 1st - September 30th
  - Winter: January 11th - February 19th
  - Spring: April 12th - May 25th
- Test scoring was re-calibrated this year to better align with CAASPP scoring
  - Target students for intervention earlier
  - Better predictor of how students will score on high-stakes testing in the Spring



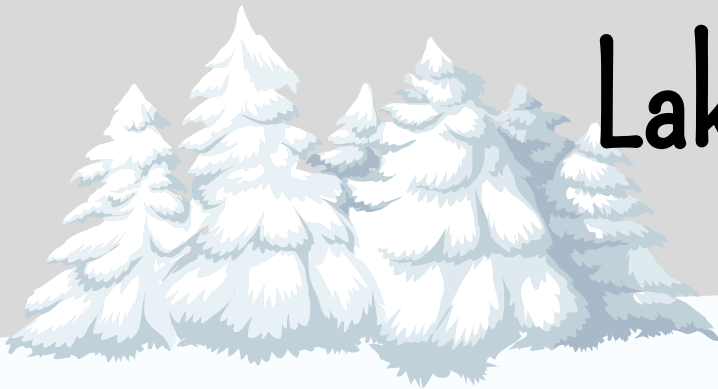
# Lake View STAR Assessment Information



## Participation Rates

	Reading	Math
Lake View	94%	94%

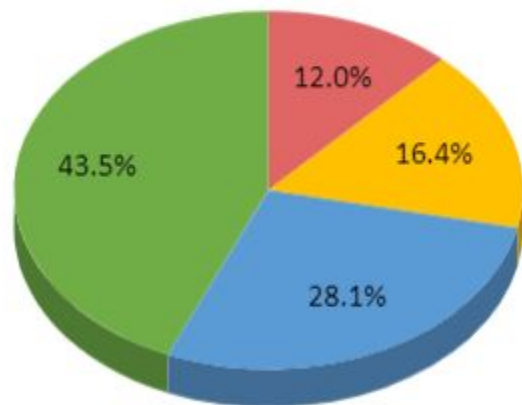
We are proud of this, particularly given the circumstances with COVID, and changed learning environments within the home.



# Lake View STAR Assessment Information

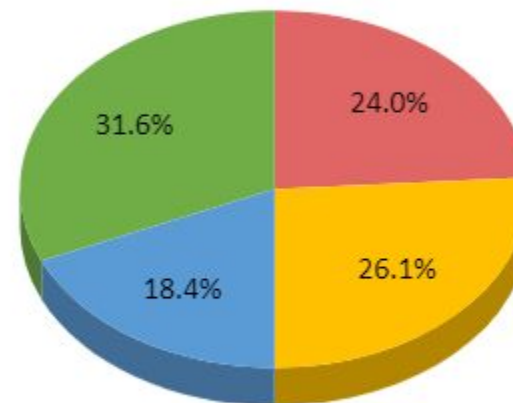
- Reading: 72% of students at or above standard
- Math: 50% of students at or above standard

Lake View Reading Scores - Fall 2020

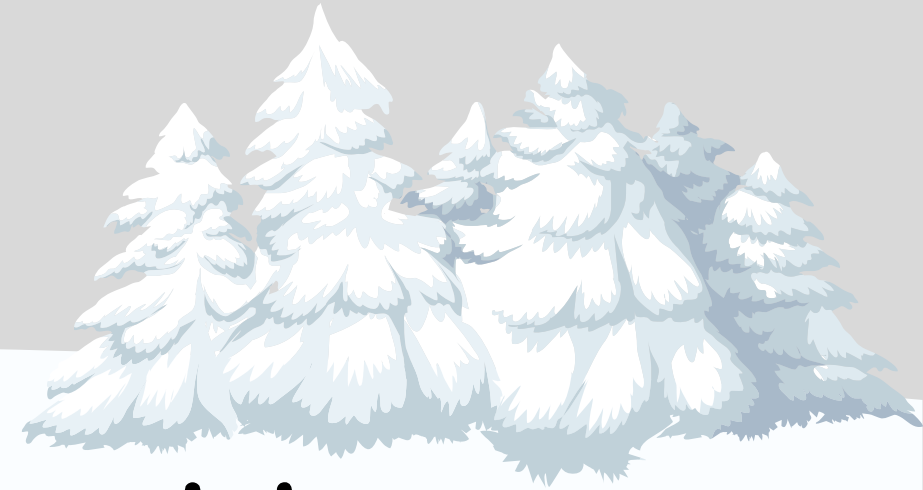
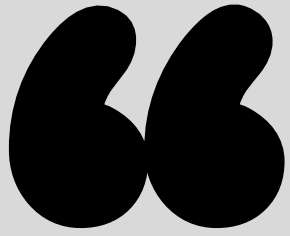


Urgent Intervention   On Watch   Standard Met   Standard Met/Exceeded

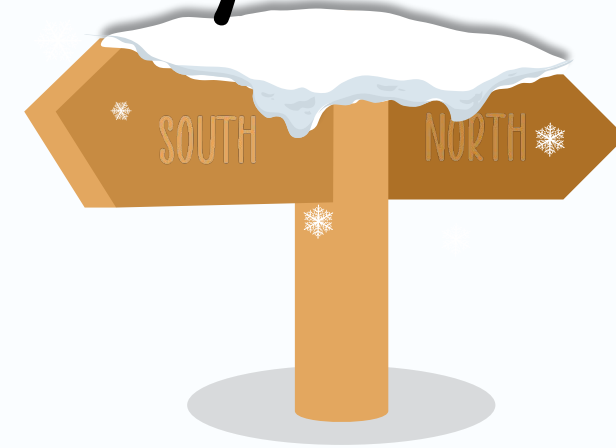
Lake View Math Scores - Fall 2020



Urgent Intervention   On Watch   Standard Met   Standard Met/Exceeded



**All students can learn and succeed, but not in the same way and not on the same day.**



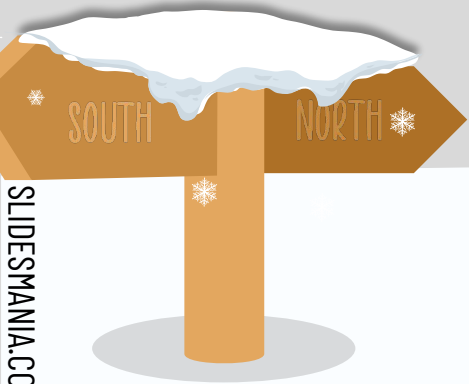
— William G. Spady

# Thank you!

Warm holiday wishes to you and your families.



We appreciate your service to our school.



# Coversheet

## Multi-Cultural Diversity Inclusion Perspectives Update

**Section:** I. Opening Items  
**Item:** H. Multi-Cultural Diversity Inclusion Perspectives Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** \_MDIP\_Board Meeting.pdf

# Multicultural Diversity and Inclusion Perspectives Team

MDIP



# Why We Exist

- Our team was born from an overwhelming sense of disempowerment as we recognized the need for change in the way we deal with issues of race in our nation. We also knew that we needed to address these issues and not hide from them.
- Recognizing that as educators we could play an important part in influencing student's hearts, we developed a plan to create spaces for safety and greater understanding in order to grapple with hard issues and see things from another's point of view.
- We committed to lifting the voices of marginalized groups that have been historically minimalized throughout this process.

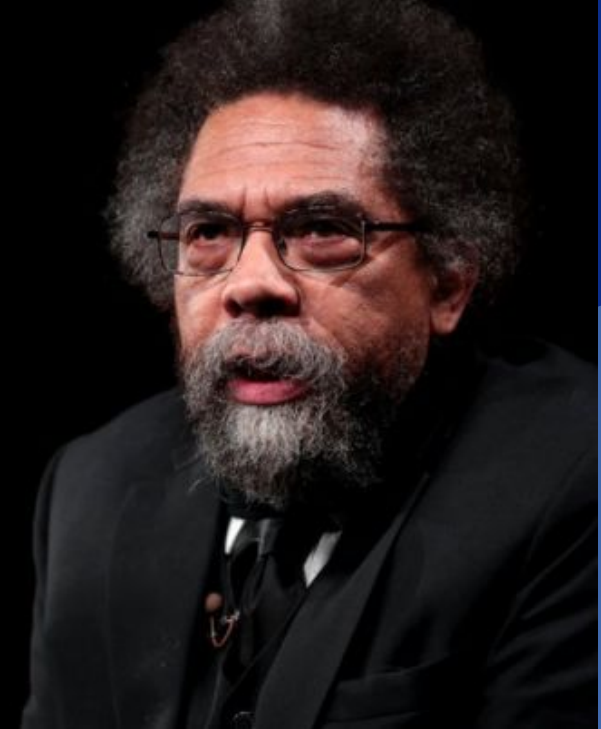
# Our Mission Statement

The MDIP (Multicultural Diversity and Inclusion Perspectives) team is committed to highlighting diversity amongst people and cultures in our nation, lifting the voices of those who may not have historically been recognized or valued, and providing diverse perspectives on both historical and current events. We desire to help students develop their critical thinking skills by teaching them how to think and not what to think, while providing the tools to help them celebrate the diversity of culture and thought within our country. Within this framework our objective is to create opportunities for conversation and understanding as well as supply tools to help staff and families take actionable steps towards positive change.



**Empathy** is not simply a matter of trying to imagine what others are going through, but having the **will to muster enough courage to do something** about it. In a way, empathy is predicated upon hope.

— *Cornel West*

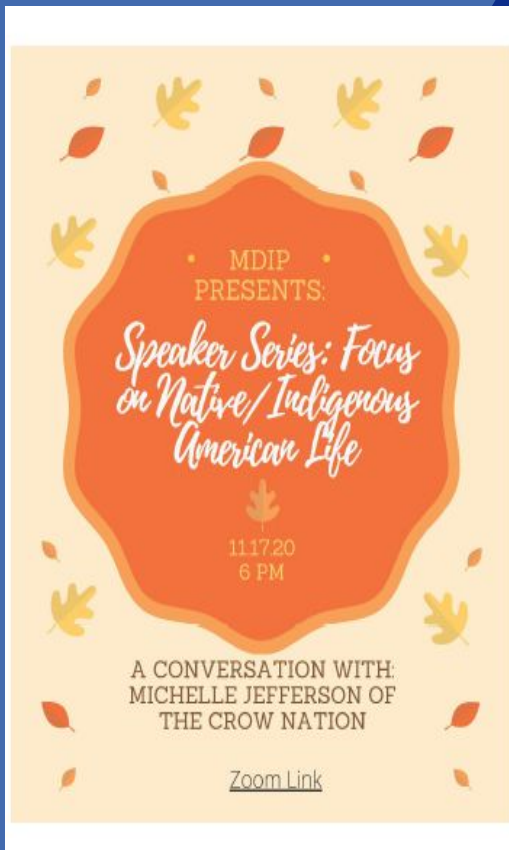


# What We're Doing About It

- Using the Social Justice Standards outlined by the Teaching Tolerance team we're engaging in the following:
- Identity- Identifying and learning about marginalized racial groups within our country from their perspective/voice.
- Diversity- Celebrating the diversity of our nation and highlighting the idea that our differences make us stronger if we choose to learn from one another.
- Justice-asking what justice looks like for those who have been marginalized.
  - Action-finding ways to use our voice and our resources to be an ally to those who have been oppressed.

# What This Looks Like

- Optional Staff Book Clubs dealing with issues of race
  - Live sessions with students addressing issues of identity/diversity and celebrating differences
  - Hearing from marginalized groups through a Guest Speaker Series
- Parent Education opportunities for those parents who need tools to talk about race with their students
- Future Staff trainings around racial issues and how it should inform their pedagogy
- Future student book clubs geared towards understanding and social justice issues
- Future field trips looking at local historical sites through the lens of marginalized groups



MDIP PRESENTS:

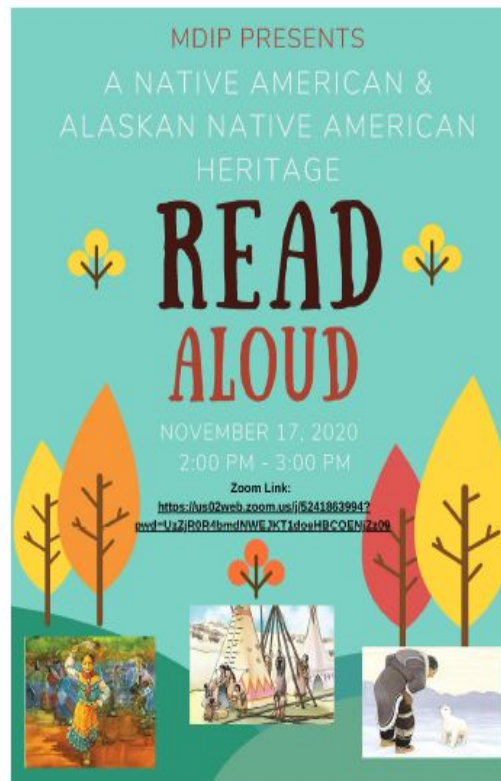
*Speaker Series: Focus on Native/Indigenous American Life*

11/17/20  
6 PM

A CONVERSATION WITH:  
MICHELLE JEFFERSON OF  
THE CROW NATION

[Zoom Link](#)

The poster features a central orange shield-like shape with a scalloped border. The background is a light beige color with scattered yellow and orange leaves. The text is centered within the shield and below it.




MDIP PRESENTS  
A NATIVE AMERICAN &  
ALASKAN NATIVE AMERICAN  
HERITAGE

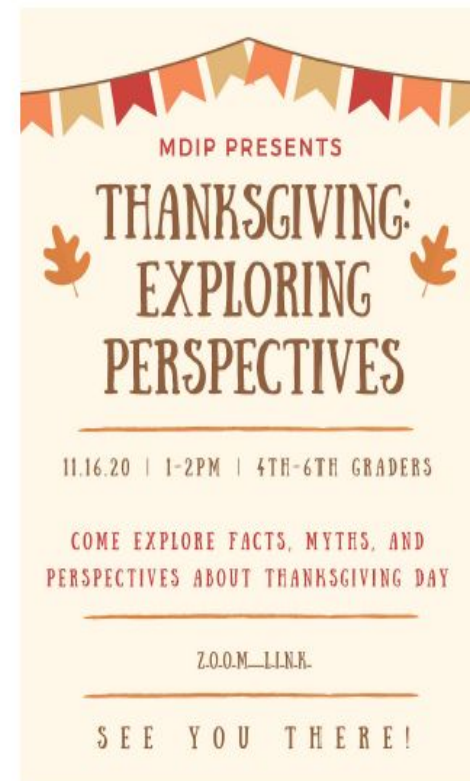
**READ  
ALOUD**

NOVEMBER 17, 2020  
2:00 PM - 3:00 PM

Zoom Link:  
<https://us02web.zoom.us/j/62418639947?pwd=UzZlR0R4bmdlNWU2KTJldm9HRC0BNzZlZ09>



The poster has a teal background with stylized trees in yellow, orange, and red. At the bottom, there are three small rectangular images: a Native American woman in traditional dress, a group of people on a boat, and a person with a dog.



MDIP PRESENTS

**THANKSGIVING:  
EXPLORING  
PERSPECTIVES**

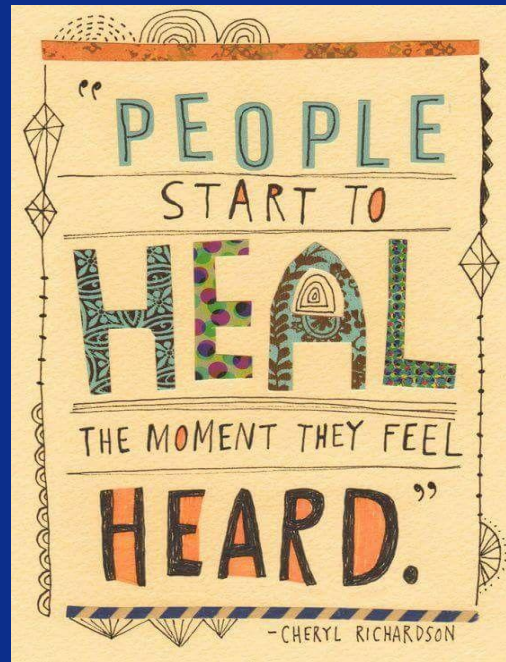
11.16.20 | 1-2PM | 4TH-6TH GRADERS

COME EXPLORE FACTS, MYTHS, AND  
PERSPECTIVES ABOUT THANKSGIVING DAY

ZOOM LINK:

SEE YOU THERE!

The poster features a banner of colorful triangles at the top. The background is a light beige color with scattered orange and yellow leaves. The text is centered and uses a mix of bold serif and sans-serif fonts.



# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** I. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Scheduled Board Meeting on October 28, 2020



## Lake View Charter School

# Minutes

## Regular Scheduled Board Meeting

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### **Date and Time**

Wednesday October 28, 2020 at 5:00 PM

### **Location**

285 E 5th Street  
Chico CA 95926

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Zoom Link: <https://zoom.us/j/96330709027>

Meeting ID: 963 3070 9027

Join by Phone: (669) 900-6833

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### **Directors Present**

Billie Adkins (remote), Glad Donahue (remote), Jessica Coombs (remote), Lindsay Mower (remote), Sara Rose Bonetti (remote)

### **Directors Absent**

*None*

### **Directors who arrived after the meeting opened**

Billie Adkins

### **Guests Present**

Julie Haycock-Cavender (remote), Kathy Fagundo (remote)

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## I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

Lindsay Mower called a meeting of the board of directors of Lake View Charter School to order on Wednesday Oct 28, 2020 at 5:03 PM.

### C. Approval of the Agenda

Lindsay Mower made a motion to approve the agenda noting that the Executive Director report and community connections report are combined.

Glad Donahue seconded the motion.

The board **VOTED** unanimously to approve the motion.

#### Roll Call

Jessica Coombs Aye

Glad Donahue Aye

Lindsay Mower Aye

Sara Rose Bonetti Aye

### D. Public Comments

Kelly made a public comment regarding in person classes.

Billie Adkins arrived.

### E. Executive Director's Report

Julie Haycock presented the Executive Director's report. Amy Frydenlund discussed enrichment services. Dr. Amanda Johnson provided special education updates. Dianne Curtis discussed community connections.

### F. Community Connections Presentation

Included in the Executive Director's report.

### G. Approve Minutes

Lindsay Mower made a motion to approve the minutes from Regular Scheduled Board Meeting on 09-23-20.

Billie Adkins seconded the motion.

The board **VOTED** unanimously to approve the motion.

#### Roll Call

Glad Donahue Aye

Billie Adkins Aye

Sara Rose Bonetti Aye

Lindsay Mower Aye



**Roll Call**

Jessica Coombs Aye

**II. Operations**

**A. Attorney Contract and Conflict Waiver**

Julie Haycock introduced Wayne Strumpfer from Young, Minney, and Corr who gave an overview of their firm.

Lindsay Mower made a motion to approve the Attorney Contract and Conflict Waiver.

Sara Rose Bonetti seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Lindsay Mower Aye

Jessica Coombs Aye

Billie Adkins Aye

Glad Donahue Aye

Sara Rose Bonetti Aye

**B. Updated Homeschool Teacher Job Description**

Julie Haycock introduced Kathleen Daugherty who is helping the school with updated job descriptions.

Sara Rose Bonetti made a motion to approve the updated Homeschool Teacher Job Description as a template.

Billie Adkins seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Glad Donahue Aye

Billie Adkins Aye

Lindsay Mower Aye

Jessica Coombs Aye

Sara Rose Bonetti Aye

**III. Finance**

**A. September Financials**

Billie Adkins made a motion to approve the September Financials as presented by Darlington Ahaiwe.

Sara Rose Bonetti seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Lindsay Mower Aye

Glad Donahue Aye

Sara Rose Bonetti Aye

**Roll Call**

Billie Adkins Aye  
Jessica Coombs Aye

**B. Staff Sharing Memorandum of Understanding**

Billie Adkins made a motion to approve the Staff Sharing Memorandum of Understanding as presented by Julie Haycock.

Sara Rose Bonetti seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Sara Rose Bonetti Aye  
Glad Donahue Aye  
Jessica Coombs Aye  
Lindsay Mower Aye  
Billie Adkins Aye

**IV. Academic Excellence**

**A. Special Education Extended School Year (ESY) for 2020-2021**

Glad Donahue made a motion to approve the Special Education Extended School Year (ESY) for 2020-2021 dates.

Billie Adkins seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Billie Adkins Aye  
Glad Donahue Aye  
Lindsay Mower Aye  
Sara Rose Bonetti Aye  
Jessica Coombs Aye

**V. Closing Items**

**A. Board of Director's Comments & Requests**

Sara Rose Bonetti asked for more information on using instructional funds for in person services. The board would like Amy Frydenlund to present an update about this at the next board meeting.

Glad Donahue is interested in discussing having a student representative at school board meetings.

Glad Donahue is interested in the board considering making a statement regarding social justice. They would like a presentation from the MDIT team next month.

**B.**

### **Announcement of Next Regular Scheduled Board Meeting**

Next meeting is November 18, 2020 at 5:00 p.m.

### **C. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:52 PM.

Respectfully Submitted,  
Lindsay Mower

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Prepared by:  
Kathy Fagundo

Noted by:

Board Secretary

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# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** J. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on December 2, 2020



# Lake View Charter School

## Minutes

### Special Board Meeting

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#### **Date and Time**

Wednesday December 2, 2020 at 5:00 PM

#### **Location**

285 E 5th Street  
Chico CA 95926

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Zoom Link: <https://zoom.us/j/99817088086>

Meeting ID: 998 1708 8086

Join by Phone: 998 1708 8086

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#### **Directors Present**

Glad Donahue (remote), Jessica Coombs (remote), Lindsay Mower (remote), Sara Rose Bonetti (remote)

#### **Directors Absent**

Billie Adkins

#### **Guests Present**

Jenell Sherman (remote), Julie Haycock-Cavender (remote), Kathy Fagundo (remote), Kimmi Buzzard (remote)

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### **I. Opening Items**

#### **A.**

## Record Attendance

### B. Call the Meeting to Order

Lindsay Mower called a meeting of the board of directors of Lake View Charter School to order on Wednesday Dec 2, 2020 at 5:09 PM.

### C. Approval of the Agenda

Glad Donahue made a motion to approve the agenda.

Lindsay Mower seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

Sara Rose Bonetti Aye

Jessica Coombs Aye

Glad Donahue Aye

Billie Adkins Absent

Lindsay Mower Aye

### D. Public Comments

No public comments were made.

## II. Finance

### A. Budget Overview for Parents Public Hearing

Sara Rose Bonetti made a motion to open the Public Hearing for the Budget Overview for Parents.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

Glad Donahue Aye

Billie Adkins Absent

Jessica Coombs Aye

Lindsay Mower Aye

Sara Rose Bonetti Aye

Overview & Introduction:

1. Purpose was presented
2. LCAP vs LCaP

Nex Steps:

1. Any changes made and final BOP will be presented for a formal vote at the next Board meeting to be approved along with the First Interim Reports.

## 2. Submission

BOP:

1. Presentation of BOP documents
2. Call for questions, comments, and input from the board and community

Glad Donahue made a motion to close the Public Hearing for the Budget Overview for Parents.

Sara Rose Bonetti seconded the motion.

The board **VOTED** to approve the motion.

### Roll Call

Lindsay Mower	Aye
Sara Rose Bonetti	Aye
Glad Donahue	Aye
Jessica Coombs	Aye
Billie Adkins	Absent

## III. Closing Items

### A. Board of Director's Comments & Requests

Sara Rose asked for a status report for the Board's Statement of Solidarity of Black Lives Matter. Julie said there will be a Multi-Cultural Diversity Inclusion Perspectives presentation at next week's board meeting.

### B. Announcement of Next Regular Scheduled Board Meeting

- Wednesday, December 9, 2020 at 5:00 p.m.

### C. Adjourn Meeting

Lindsay Mower made a motion to adjourn the meeting.

Sara Rose Bonetti seconded the motion.

The board **VOTED** to approve the motion.

### Roll Call

Jessica Coombs	Aye
Billie Adkins	Absent
Glad Donahue	Aye
Sara Rose Bonetti	Aye
Lindsay Mower	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:26 PM.

Respectfully Submitted,  
Lindsay Mower

Prepared by:  
Kimmi Buzzard

Noted by:

Board Secretary

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# Coversheet

## Finance Training Workshop - Part 1


**Section:** II. Finance  
**Item:** A. Finance Training Workshop - Part 1  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Charter Finance 210 part I.pdf



# Charter Finance 210 *(Part 1)*

*A Step Beyond the Basics of Charter Finance 101 for Board Members*

# Agenda

- 
- I. School Funding and 20-21 Update
    - Funding Sources
    - Deferrals
    - SB740 Requirement
  - II. Budget Process/Timeline
  - III. Q and A

# I. CHARTER SCHOOL FUNDING UPDATE

*Current Funding and Concerns for FY20-21*



# Local Control Funding Formula

*For FY20-21, ADA has been frozen at the 19-20 rates. SB820 is currently working through congress to credit schools with planned growth, but non-classroom-based schools have been excluded.*

## Segments of LCFF:

**BASE GRANT + ADD-ONS**



Grade	Base Grant	Add-On	Total
TK-3	\$ 7,702	\$ 801	\$ 8,503
4-6	\$ 7,818	\$ -	\$ 7,818
7-8	\$ 8,050	\$ -	\$ 8,050
9-12	\$ 9,329	\$ 243	\$ 9,572



**SUPPLEMENTAL**



*20% Bonus for all Unduplicated Students*



**CONCENTRATION**



*50% Bonus Unduplicated Students Over 55%*

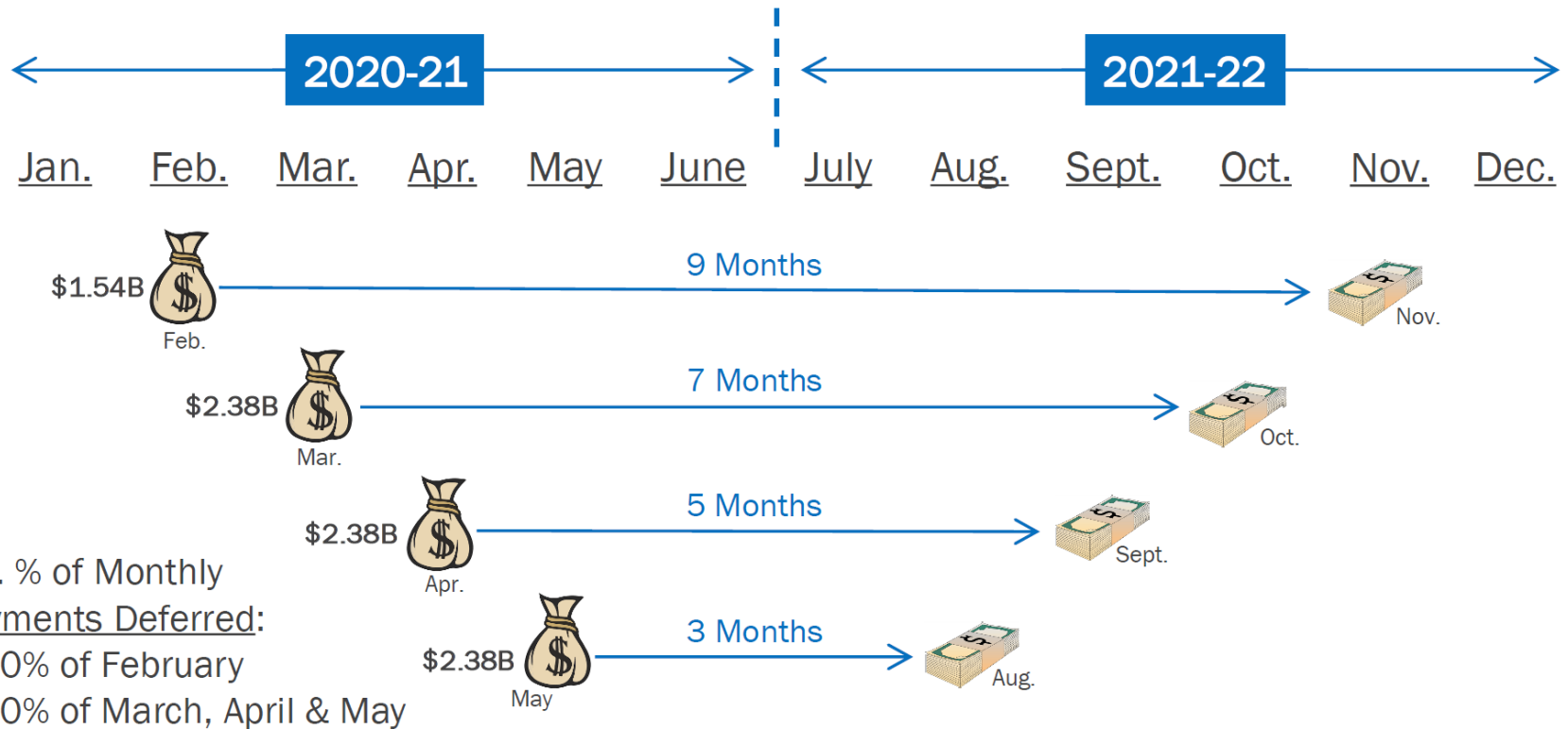
# Other Sources of Funding

Funding Source	Amount per Student
Special Education**	
Federal Sources (IDEA)	\$ 104 to 125
State Sources (AB602)	\$ 625
Mandate Block Grant	
Grades K-8	\$ 17
Grades 9-12	\$ 47
Lottery	
Unrestricted	\$ 150
Restricted	\$ 49

## \*\*NOTE:

- Special Education funding varies based on the SELPA a charter school chooses to join.
- Funding is based on TOTAL ADA, not the actual number of special education students

# State Funding Deferrals FY20-21



LCFF Funds paid from the State is the only revenue source subject to deferrals. All other sources will be paid on their regular schedule.

# SB740 Spending Requirements

---

- At least **40** percent of total public revenues must be spent on Instructional Certificated Salaries and Benefits, *AND*
- At least **80** percent of total revenues must be spent on Instruction and Instruction-Related Services, *AND*
- The Pupil to Teacher Ratio (PTR) cannot exceed:
  - 25 to 1 or
  - Equivalent PTR of the largest unified school district in county or counties in which the charter school operates





## II. THE BUDGET PROCESS

*Development, Approval, Monitoring and Forecast Updates*

# Developing the Budget Draft

---

## January - April

- Charter Impact reviews Governor's proposed state budget for the upcoming fiscal year and identifies the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment.
- Once the revenue estimates are complete, Charter Impact and the Principal develop the remainder of the budget including:
  - staffing levels,
  - instructional funds,
  - fixed costs, and
  - discretionary spending
- Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

# Budget Approval

---

## May - June

- Charter Impact and the Principal reviews revenue projections subsequent to the Governor's annual "May Revise" that is released in early May. This is the last estimate that the school receives prior to approval.
- The budget is then fine-tuned for the upcoming fiscal year to accommodate any changes. Typically changes are not large, FY20-21 was an exception due to the COVID-19 pandemic.
- The Board reviews and formally adopts a budget for upcoming fiscal year before June 30. A copy of the final budget is provided to the charter-granting agency.

# Monitoring and Forecasting

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## July - December

- The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made.
- At the end of the first full week of school, the Principal reviews the Charter School's actual enrollment figures and notifies Charter Impact if changes are needed to the financial projections.
- On a monthly basis, the Principal and Board reviews current year actual versus budgeted revenues and expenditures, updated forecast based on current enrollment and spending trend and other financial reports as presented by Charter Impact.



# **CHARTER IMPACT**

Empowering charter schools and non-profits with  
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# Coversheet

## October Financials & First Interim Report

**Section:** II. Finance  
**Item:** B. October Financials & First Interim Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Lake View\_Financial Package\_October 2020.pdf



# Lake View Charter School

Monthly Financial Presentation – October 2020

**1<sup>st</sup> Interim Report**

# Interim Reporting- Background

- Charter Schools are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health.
- The first interim report is due December 15th for the period ending October 31th. The second interim report is due March 17th for the period ending January 31th.
- The interim reports include a certification of whether the LEA can meet its financial obligations.
- Interim reports must be board approved.



# First Interim- Components

- Local Education Agency Certification
- Original board approved budget for current fiscal year.
- October Financials w/ year-end projections.
- Multi-year projections (FY21-22 & FY22-23).

# LAKE VIEW - Highlights

- No change in year-end revenue projections.
- Year-end expense projections decreased by \$63k.
- Year-end surplus projected at \$75k. (Prior month; \$12k)
- Senate Bill-740 Requirements:

- 40/80 Expense Ratio ✓

Cert.	Instr.
45.4%	83.6%
237,568	159,690

- 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio	
18.88	:1

# LAKE VIEW - Revenue

## Variance Analysis:

- **State Aid Rev:** Timing of In-Lieu payment. (No Change)
- **Federal Revenue & Other State Revenue:** Timing of Special Education Revenue disbursement.

### Revenue

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 734,654	\$ 771,248	\$ (36,594)
Federal Revenue	484	9,454	(8,970)
Other State Revenue	62,795	47,666	15,129
Other Local Revenue	-	-	-
<b>Total Revenue</b>	<b>\$ 797,933</b>	<b>\$ 828,368</b>	<b>\$ (30,435)</b>

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 3,985,537	\$ 3,986,237	\$ (699)
Federal Revenue	53,137	51,676	1,461
Other State Revenue	349,680	346,966	2,714
Other Local Revenue	-	-	-
<b>Total Revenue</b>	<b>\$ 4,388,354</b>	<b>\$ 4,384,878</b>	<b>\$ 3,476</b>

# LAKE VIEW - Expenses

## Variance Analysis:

- **Certificated Salaries:** Reduction in staff count compared to budget.
- **Books & Supplies (YTD):** Higher Q1 instructional spending compared to budget. (No change)
- **Sub agreement Services (YTD):** Unbilled shared staffing. (No change)
- **Interest:** Lower projected cost of receivable sales. (No change)

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 624,871	\$ 573,406	\$ (51,465)	\$ 1,805,705	\$ 1,720,217	\$ (85,488)
Classified Salaries	50,848	44,146	(6,702)	150,186	132,438	(17,748)
Benefits	201,098	191,186	(9,913)	565,392	579,242	13,850
Books and Supplies	247,389	106,217	(141,171)	365,306	391,770	26,465
Subagreement Services	142,372	264,961	122,589	836,832	919,333	82,501
Operations	25,454	10,033	(15,421)	39,921	30,100	(9,821)
Facilities	-	1,067	1,067	-	3,200	3,200
Professional Services	123,001	145,522	22,521	493,328	489,046	(4,282)
Depreciation	-	-	-	-	-	-
Interest	14,386	38,030	23,644	55,931	94,219	38,288
<b>Total Expenses</b>	<b>\$ 1,429,419</b>	<b>\$ 1,374,568</b>	<b>\$ (54,851)</b>	<b>\$ 4,312,599</b>	<b>\$ 4,359,564</b>	<b>\$ 46,965</b>

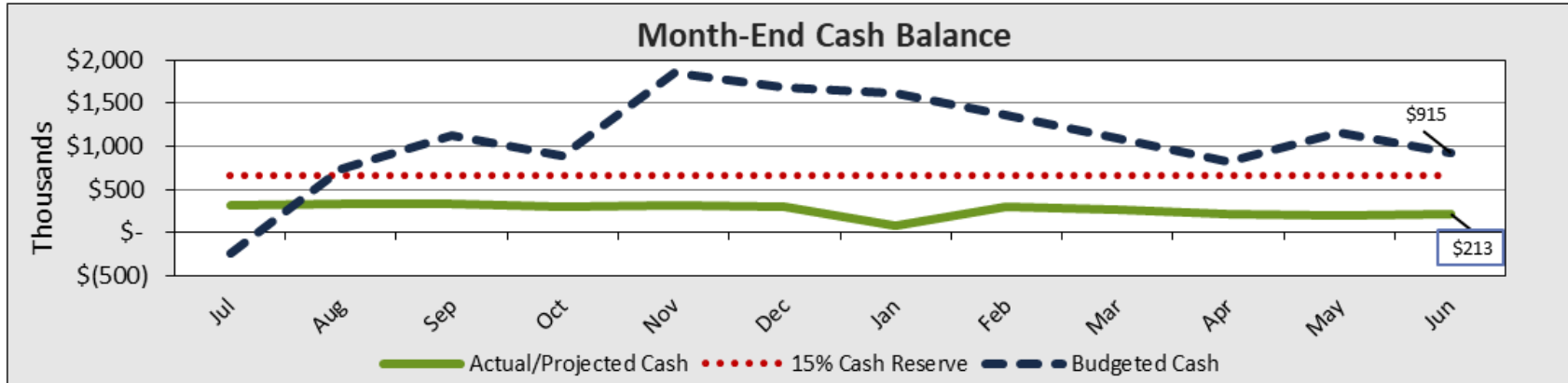
# LAKE VIEW - Fund Balance

- YTD deficit exceeds budget due to In-Lieu payment delay and higher actual expenditures.
- Year-end surplus projected to exceed budget.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ (631,486)	\$ (546,200)	\$ (85,286)	\$ 75,755	\$ 25,314	\$ 50,441
Beginning Fund Balance	<u>221,864</u>	<u>221,864</u>		<u>221,864</u>	<u>221,864</u>	
<b>Ending Fund Balance</b>	<u><b>\$ (409,622)</b></u>	<u><b>\$ (324,336)</b></u>		<u><b>\$ 297,619</b></u>	<u><b>\$ 247,178</b></u>	
<i>As a % of Annual Expenses</i>	-9.5%	-7.4%		6.9%	5.7%	

# LAKE VIEW - Cash Balance

- Actual to budget cash deviation aligns to payment for FY19-20 shared staffing invoices.
- Positive cash balance projected through receivable sales.



# LAKE VIEW – Multi-Year Forecast

## Assumptions:

- No funding/enrollment growth projected in FY22.
- 5% annual enrollment increase projected from FY23 through FY25.
- No additional LCFF deferrals projected.
- 2% annual Cost-of-Living Adjustment (COLA).

## Results:

- Multi-year surplus and increasing fund balance projected through FY25.
- No cost related to factoring projected in FY22.
- Year-end cash reserves rise to 18% by FY25. (% of annual expenses)

# LAKE VIEW – Multi-Year Forecast

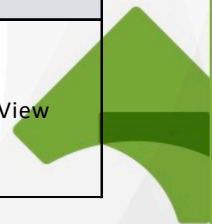
	2020-21	2021-22	2022-23	2023-24	2024-25
<b>ADA</b>	<b>434</b>	<b>434</b>	<b>469</b>	<b>492</b>	<b>517</b>
Total Revenue	\$ 4,388,354	\$ 4,396,807	\$ 4,741,638	\$ 4,974,718	\$ 5,220,688
Total Expenses	<u>4,312,599</u>	<u>4,360,497</u>	<u>4,485,779</u>	<u>4,582,859</u>	<u>4,732,724</u>
<b>Annual Surplus</b>	<b><u>75,755</u></b>	<b><u>36,311</u></b>	<b><u>255,859</u></b>	<b><u>391,860</u></b>	<b><u>487,964</u></b>
Beginning Fund Balance	<u>221,864</u>	<u>297,619</u>	<u>333,930</u>	<u>589,789</u>	<u>981,649</u>
<b>Ending Fund Balance</b>	<b><u>\$ 297,619</u></b>	<b><u>\$ 333,930</u></b>	<b><u>\$ 589,789</u></b>	<b><u>\$ 981,649</u></b>	<b><u>\$ 1,469,613</u></b>
<i>As a % of Annual Expenses</i>	6.9%	7.7%	13.1%	21.4%	31.1%
<b>Ending Cash Balance</b>	<b><u>\$ 282,080</u></b>	<b><u>\$ 127,460</u></b>	<b><u>\$ 24,434</u></b>	<b><u>\$ 399,468</u></b>	<b><u>\$ 857,957</u></b>



# LAKE VIEW - Compliance Reporting



Due Date	Description	Completed By
Nov-15	<p><b>Review and/or Update Non-Profit IRS Form 990 Policies</b> - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. <b>Most schools extend this deadline to the following May 15th.</b></p>	Lake View
Set by Authorizer (by Dec 15)	<p><b>1st Interim Financial Report</b> - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).</p>	Charter Impact
Set by Authorizer (by Dec 15)	<p><b>LCFF Budget Overview for Parents</b> - Senate Bill (SB) 98 added ECSection 43509, which changed the adoption date for the Budget Overview for Parents for the 2020–21 school year. For 2020–21, local governing boards or governing bodies are required to adopt and submit the Budget Overview for Parents on or before December 15, 2020, in conjunction with the LEA's first interim budget report.</p>	Charter Impact
Dec-18	<p><b>Annual Audit Review and Board Approval</b> - Charter Schools are required to submit an independent audit report to the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by December 15 of each year. <b>Note that the audit report due date was automatically extended to March 31, 2021, due to COVID-19.</b></p>	Lake View with Charter Impact support
Dec-18	<p><b>CALPADS - Fall 1 Certification deadline</b> - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 1 data within CALPADS, which can impact a number of things, including LCFF funding, reclassified fluent-English proficient (RFEP) counts/rates, and A–G graduate counts.</p>	Lake View



# LAKE VIEW - Appendix

- Monthly Cash Flow / Forecast 20-21
- Multi-Year Forecast
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Due-To/Due-From Balance

# Lake View Charter School

## Monthly Cash Flow/Forecast FY20-21

Revised 11/9/2020

ADA = 434.25



	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 Forecast	Original Budget Total	Favorable / (Unfav.)
<b>ADA = 434.25</b>																
<b>Revenues</b>																
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	375,600	-	338,040	338,040	338,040	338,040	338,040	158,879	60,847	60,847	60,847	1,348,780	3,756,001	3,756,001	(0)
8012 Education Protection Account	-	-	-	21,713	-	-	21,713	-	-	21,712	-	-	21,713	86,850	86,850	-
8019 State Aid - Prior Year	-	-	(699)	-	-	-	-	-	-	-	-	-	-	(699)	-	(699)
8096 In Lieu of Property Taxes	-	8,990	(8,990)	-	11,045	11,045	11,045	11,045	33,069	16,534	16,534	16,534	16,534	143,386	143,386	-
	-	384,590	(9,689)	359,753	349,085	349,085	370,797	349,085	191,948	99,094	77,382	77,382	1,387,027	3,985,537	3,986,237	(699)
<b>Federal Revenue</b>																
8181 Special Education - Entitlement	-	-	-	-	4,563	4,563	4,563	4,563	6,880	6,880	6,880	6,880	6,880	52,653	51,676	977
8296 Other Federal Revenue	-	-	-	484	-	-	-	-	-	-	-	-	-	484	-	484
	-	-	-	484	4,563	4,563	4,563	4,563	6,880	6,880	6,880	6,880	6,880	53,137	51,676	1,461
<b>Other State Revenue</b>																
8311 State Special Education	-	-	25,672	37,123	22,814	22,814	22,814	22,814	21,843	21,843	21,843	21,843	21,843	263,264	260,550	2,714
8560 State Lottery	-	-	-	-	-	-	20,801	-	-	20,801	-	-	44,813	86,416	86,416	-
	-	-	25,672	37,123	22,814	22,814	43,615	22,814	21,843	42,644	21,843	21,843	66,656	349,680	346,966	2,714
<b>Other Local Revenue</b>																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	-	384,590	15,983	397,360	376,461	376,461	418,975	376,461	220,671	148,618	106,105	106,105	1,460,563	4,388,354	4,384,878	3,476
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	111,179	101,482	102,143	103,403	102,143	102,143	102,143	102,143	102,143	102,143	102,143	102,143	-	1,235,349	1,126,517	(108,832)
1175 Teachers' Extra Duty/Stipends	2,000	3,400	7,150	6,550	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	-	59,900	61,200	1,300
1200 Pupil Support Salaries	20,774	21,274	21,824	21,854	21,984	21,984	21,984	21,984	21,984	21,984	21,984	21,984	-	261,603	245,500	(16,103)
1300 Administrators' Salaries	24,867	25,317	25,767	25,887	25,237	25,237	25,237	25,237	25,237	25,237	25,237	25,237	-	303,730	287,000	(16,730)
	158,820	151,473	156,884	157,694	154,464	154,464	154,464	154,464	154,464	154,464	154,464	154,464	-	1,860,582	1,720,217	(140,365)
<b>Classified Salaries</b>																
2900 Other Classified Salaries	13,231	12,103	12,667	12,847	12,417	12,417	12,417	12,417	12,417	12,417	12,417	12,417	-	150,186	132,438	(17,748)
	13,231	12,103	12,667	12,847	12,417	12,417	12,417	12,417	12,417	12,417	12,417	12,417	-	150,186	132,438	(17,748)
<b>Benefits</b>																
3101 STRS	25,173	24,067	24,941	24,820	24,031	24,031	24,031	24,031	24,031	24,031	24,031	24,031	-	291,252	316,520	25,268
3301 OASDI	792	722	757	768	764	764	764	764	764	764	764	764	-	9,149	8,211	(938)
3311 Medicare	2,392	2,265	2,355	2,370	2,410	2,410	2,410	2,410	2,410	2,410	2,410	2,410	-	28,661	26,863	(1,798)
3401 Health and Welfare	15,625	24,855	19,347	19,715	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	-	209,542	187,500	(22,042)
3501 State Unemployment	1,579	584	-	-	735	735	3,675	2,940	1,470	735	735	735	-	13,923	14,210	287
3601 Workers' Compensation	2,161	1,793	1,977	1,977	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	-	26,523	25,937	(585)
3901 Other Benefits	-	-	-	63	-	-	-	-	-	-	-	-	-	63	-	(63)
	47,723	54,286	49,378	49,712	46,517	46,517	49,457	48,722	47,252	46,517	46,517	46,517	-	579,113	579,242	128
<b>Books and Supplies</b>																
4302 School Supplies	4,977	86,972	47,863	56,800	10,910	10,180	10,424	10,044	8,647	10,146	4,059	4,059	-	265,081	301,849	36,768
4305 Software	-	5,922	10,018	14,672	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	-	58,412	41,700	(16,712)
4310 Office Expense	-	-	1,010	-	367	367	367	367	367	367	367	367	-	3,943	4,400	457
4311 Business Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	700	700
4400 Noncapitalized Equipment	524	4,743	2,088	11,800	2,982	2,782	2,849	2,745	2,363	2,773	1,109	1,109	-	37,869	43,121	5,253
	5,501	97,637	60,980	83,272	17,734	16,804	17,114	16,631	14,852	16,761	9,010	9,010	-	365,306	391,770	26,465
<b>Subagreement Services</b>																
5102 Special Education	133	11,441	1,481	12,521	9,183	9,183	9,183	9,183	9,183	9,183	9,183	9,183	-	99,043	110,200	11,157
5106 Other Educational Consultants	9,209	3,522	16,282	13,788	75,343	70,299	71,983	69,363	59,712	70,065	28,032	28,032	-	515,629	587,148	71,519
5107 Instructional Services	19,210	17,788	18,499	18,499	18,521	18,521	18,521	18,521	18,521	18,521	18,521	18,521	-	222,160	221,984	(176)
	28,552	32,751	36,262	44,807	103,047	98,003	99,686	97,067	87,416	97,769	55,736	55,736	-	836,832	919,333	82,501
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,400	8,400
5300 Dues & Memberships	-	790	-	-	75	75	75	75	75	75	75	75	-	1,390	900	(490)
5400 Insurance	1,500	10,544	6,028	6,024	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	36,096	18,000	(18,096)
5900 Communications	-	17	147	87	125	125	125	125	125	125	125	125	-	1,251	1,500	249
5901 Postage and Shipping	229	(226)	184	130	108	108	108	108	108	108	108	108	-	1,184	1,300	116
	1,729	11,126	6,359	6,241	1,808	1,808	1,808	1,808	1,808	1,808	1,808	1,808	-	39,921	30,100	(9,821)
<b>Facilities, Repairs and Other Leases</b>																
5604 Other Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,200	3,200
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,200	3,200
<b>Professional/Consulting Services</b>																
5801 IT	-	-	-	-	58	58	58	58	58	58	58	58	-	467	700	233
5803 Legal	-	3,284	187	2,173	400	400	400	400	400	400	400	400	-	8,844	4,800	(4,044)
5804 Professional Development	-	-	3,406	6,475	258	258	258	258	258	258	258	258	-	11,947	3,100	(8,847)
5805 General Consulting	-	-	-	750	158	158	158	158	158	158	158	158	-	2,017	1,900	(117)
5806 Special Activities/Field Trips	-	-	-	-	12,068	11,260	11,530	11,111	9,565	11,223	4,490	4,490	-	75,738	86,243	10,505
5807 Bank Charges	465	697	514	758	10	10	10	10	10	10	10	10	-	2,514	115	(2,399)
5808 Printing	-	-	-	-	10	10	10	10	10	10	10	10	-	80	115	35
5809 Other taxes and fees	-	139	2	(0)	730	730	730	730	730	730	730	730	-	5,981	8,395	2,414
5810 Payroll Service Fee	-	907	215	215	322	322	322	322	322	322	322	322	-	3,911	3,734	(178)
5811 Management Fee	31,014	23,060	24,145	24,595	24,913	24,913	24,913	24,913	24,913	24,913	24,913	24,913	-	302,119	298,720	(3,399)
5812 District Oversight Fee	-	-	0	-	6,982	6,982	7,416	6,982	3,839	1,982	1,548	1,548	42,433	79,711	79,725	14
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,500	1,500
	31,479	28,087	28,469	34,965	45,910	45,102	45,806	44,952	40,263	40,065	32,898	32,898	42,433	493,328	489,046	(4,282)
<b>Interest</b>																
7438 Interest Expense	29	29	14,298	29	5,746	4,828	-	10,394	5,266	5,266	3,660	6,376	-	55,922	94,219	38,297
	29	29	14,298	29	5,746	4,828	-	10,394	5,266	5,266	3,660	6,376	-	55,922	94,219	38,297

# Lake View Charter School

## Monthly Cash Flow/Forecast FY20-21

Revised 11/9/2020

ADA = 434.25



	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
<b>Total Expenses</b>	<b>287,064</b>	<b>387,491</b>	<b>365,297</b>	<b>389,568</b>	<b>387,643</b>	<b>379,943</b>	<b>380,753</b>	<b>386,456</b>	<b>363,738</b>	<b>375,067</b>	<b>316,511</b>	<b>319,227</b>	<b>42,433</b>
<b>Monthly Surplus (Deficit)</b>	<b>(287,064)</b>	<b>(2,901)</b>	<b>(349,314)</b>	<b>7,792</b>	<b>(11,182)</b>	<b>(3,481)</b>	<b>38,222</b>	<b>(9,995)</b>	<b>(143,067)</b>	<b>(226,448)</b>	<b>(210,406)</b>	<b>(213,122)</b>	<b>1,418,129</b>
<b>Cash Flow Adjustments</b>													
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	(11,182)	(3,481)	38,222	(9,995)	(143,067)	(226,448)	(210,406)	(213,122)	1,418,129
Cash flows from operating activities													
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	566,388	88,675	171,778	-	-	-	-	-	-	-	-	-	(1,460,563)
Grants and Contributions Rec.	(295,400)	-	2,357	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	(562)	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	(132,263)	(16,003)	-	(7,408)	-	-	-	-	-	-	-	-	-
Other Assets	(75,000)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	22,827	26,786	(545,050)	(37,450)	-	-	-	-	-	-	-	-	42,433
Accrued Expenses	45,355	(86,430)	(43,695)	(55,055)	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	61,163	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from investing activities													
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities													
Proceeds from Factoring	-	-	770,700	-	287,300	241,400	-	519,700	263,300	263,300	183,000	318,813	-
Payments on Factoring	-	-	-	-	(256,900)	(256,900)	(256,900)	(287,300)	(155,200)	(86,200)	-	(86,200)	-
Proceeds from Debt	174,906	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	29	29	29	-	-	-	-	-	-	-	-	-
<b>Total Change in Cash</b>	<b>19,186</b>	<b>10,156</b>	<b>6,807</b>	<b>(30,929)</b>	<b>19,218</b>	<b>(18,981)</b>	<b>(218,678)</b>	<b>222,405</b>	<b>(34,967)</b>	<b>(49,348)</b>	<b>(27,406)</b>	<b>19,491</b>	
Cash, Beginning of Month	296,089	315,275	325,431	332,237	301,309	320,527	301,545	82,867	305,272	270,305	220,957	193,552	
<b>Cash, End of Month</b>	<b>315,275</b>	<b>325,431</b>	<b>332,237</b>	<b>301,309</b>	<b>320,527</b>	<b>301,545</b>	<b>82,867</b>	<b>305,272</b>	<b>270,305</b>	<b>220,957</b>	<b>193,552</b>	<b>213,043</b>	

Annual Forecast
4,381,190
7,165
7,165
(633,722)
(293,043)
(562)
(155,674)
(75,000)
(490,454)
(139,825)
61,163
-
-
-
2,847,513
(1,385,600)
174,906
87

Original Budget Total	Favorable / (Unfav.)
4,359,564	(21,625)
25,314	(18,149)
25,314	
<b>Cert.</b>	<b>Instr.</b>
45.4%	83.6%
237,568	159,690
<b>Pupil:Teacher Ratio</b>	
18.88	:1

# Lake View Charter School

## Multi-Year Forecast

Revised 11/9/2020



	2020-21	2021-22	2022-23	2023-24	2024-25
	Forecast	Forecast	Forecast	Forecast	Forecast
<b>Assumptions</b>					
LCFF COLA	0.00%	0.00%	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	2.00%	2.00%	2.00%	2.00%	2.00%
Enrollment	443.11	455.47	469.14	469.14	483.21
Average Daily Attendance	434.25	446.36	459.75	459.75	473.55
<b>Revenues</b>					
<b>State Aid - Revenue Limit</b>					
8011 LCFF State Aid	\$ 3,756,001	\$ 3,855,362	\$ 3,971,023	\$ 3,971,023	\$ 4,090,154
8012 Education Protection Account	86,850	89,273	91,951	91,951	94,709
8019 State Aid - Prior Year	(699)	-	-	-	-
8096 In Lieu of Property Taxes	143,386	147,385	151,807	151,807	156,361
	<u>3,985,537</u>	<u>4,092,020</u>	<u>4,214,781</u>	<u>4,214,781</u>	<u>4,341,225</u>
<b>Federal Revenue</b>					
8181 Special Education - Entitlement	52,653	54,121	55,745	54,121	55,745
8296 Other Federal Revenue	484	-	-	-	-
8299 Prior Year Federal Revenue	-	-	-	-	-
	<u>53,137</u>	<u>54,121</u>	<u>55,745</u>	<u>54,121</u>	<u>55,745</u>
<b>Other State Revenue</b>					
8311 State Special Education	263,264	270,607	278,726	278,726	287,087
8550 Mandated Cost	-	8,238	8,625	8,884	8,884
8560 State Lottery	86,416	88,826	91,491	91,491	94,236
	<u>349,680</u>	<u>367,672</u>	<u>378,842</u>	<u>379,101</u>	<u>390,207</u>
<b>Total Revenue</b>	<b>\$ 4,388,354</b>	<b>\$ 4,513,813</b>	<b>\$ 4,649,368</b>	<b>\$ 4,648,003</b>	<b>\$ 4,787,177</b>
<b>Expenses</b>					
<b>Certificated Salaries</b>					
1100 Teachers' Salaries	1,235,349	1,250,228	1,275,233	1,300,737	1,326,752
1170 Teachers' Substitute Hours	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	59,900	62,424	63,672	64,946	66,245
1200 Pupil Support Salaries	261,603	254,327	259,413	264,602	269,894
1300 Administrators' Salaries	303,730	308,897	315,075	321,376	327,804
1900 Other Certificated Salaries	-	-	-	-	-
	<u>1,860,582</u>	<u>1,875,876</u>	<u>1,913,393</u>	<u>1,951,661</u>	<u>1,990,695</u>
<b>Classified Salaries</b>					
2100 Instructional Salaries	-	-	-	-	-
2200 Support Salaries	-	-	-	-	-
2300 Classified Administrators' Salaries	-	-	-	-	-
2400 Clerical and Office Staff Salaries	-	-	-	-	-
2900 Other Classified Salaries	150,186	151,986	155,026	158,126	161,289
	<u>150,186</u>	<u>151,986</u>	<u>155,026</u>	<u>158,126</u>	<u>161,289</u>
<b>Benefits</b>					
3101 STRS	291,252	302,954	309,013	315,193	321,497
3202 PERS	-	-	-	-	-
3301 OASDI	9,149	9,423	9,612	9,804	10,000
3311 Medicare	28,661	29,404	29,992	30,592	31,204
3401 Health and Welfare	209,542	198,900	202,878	206,936	211,074
3501 State Unemployment	13,923	14,700	14,700	14,700	14,700
3601 Workers' Compensation	26,523	28,390	28,958	29,537	30,128
3901 Other Benefits	63	-	-	-	-
	<u>579,113</u>	<u>583,771</u>	<u>595,153</u>	<u>606,762</u>	<u>618,603</u>
<b>Books and Supplies</b>					
4100 Textbooks and Core Curricula	-	-	-	-	-
4200 Books and Other Materials	-	-	-	-	-
4302 School Supplies	265,081	277,925	291,988	297,828	312,898
4305 Software	58,412	61,243	64,341	65,628	68,949
4310 Office Expense	3,943	4,134	4,343	4,430	4,654
4311 Business Meals	-	-	-	-	-
4312 School Fundraising	-	-	-	-	-
4400 Noncapitalized Equipment	37,869	39,704	41,713	42,547	44,700
4700 Food Services	-	-	-	-	-
	<u>365,306</u>	<u>383,005</u>	<u>402,385</u>	<u>410,433</u>	<u>431,201</u>
<b>Subagreement Services</b>					
5101 Nursing	-	-	-	-	-
5102 Special Education	99,043	103,841	109,096	111,278	116,908
5103 Substitute Teacher	-	-	-	-	-
5104 Transportation	-	-	-	-	-
5105 Security	-	-	-	-	-
5106 Other Educational Consultants	515,629	525,941	536,460	547,189	558,133
5107 Instructional Services	222,160	226,604	231,136	235,758	240,474
	<u>836,832</u>	<u>856,386</u>	<u>876,692</u>	<u>894,225</u>	<u>915,515</u>
<b>Operations and Housekeeping</b>					

# Lake View Charter School

## Multi-Year Forecast

Revised 11/9/2020



	2020-21	2021-22	2022-23	2023-24	2024-25
	Forecast	Forecast	Forecast	Forecast	Forecast
5201 Auto and Travel	-	-	-	-	-
5300 Dues & Memberships	1,390	1,457	1,531	1,562	1,641
5400 Insurance	36,096	37,845	39,760	40,555	42,607
5501 Utilities	-	-	-	-	-
5502 Janitorial Services	-	-	-	-	-
5516 Miscellaneous Expense	-	-	-	-	-
5531 ASB Fundraising Expense	-	-	-	-	-
5900 Communications	1,251	1,311	1,378	1,405	1,476
5901 Postage and Shipping	1,184	1,242	1,305	1,331	1,398
	<u>39,921</u>	<u>41,855</u>	<u>43,973</u>	<u>44,853</u>	<u>47,122</u>
<b>Professional/Consulting Services</b>					
5801 IT	467	489	514	524	551
5802 Audit & Taxes	-	-	-	-	-
5803 Legal	8,844	9,021	9,201	9,385	9,573
5804 Professional Development	11,947	12,526	13,160	13,423	14,103
5805 General Consulting	2,017	2,114	2,221	2,266	2,380
5806 Special Activities/Field Trips	75,738	79,407	83,425	85,094	89,399
5807 Bank Charges	2,514	2,636	2,769	2,825	2,968
5808 Printing	80	84	88	90	94
5809 Other taxes and fees	5,981	6,271	6,588	6,720	7,060
5810 Payroll Service Fee	3,911	4,101	4,308	4,395	4,617
5811 Management Fee	302,119	316,757	332,785	339,440	356,616
5812 District Oversight Fee	79,711	81,840	84,296	84,296	86,824
5813 County Fees	-	-	-	-	-
5814 SPED Encroachment	-	-	-	-	-
5815 Public Relations/Recruitment	-	-	-	-	-
	<u>493,328</u>	<u>515,247</u>	<u>539,356</u>	<u>548,457</u>	<u>574,186</u>
<b>Depreciation</b>					
6900 Depreciation Expense	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Interest</b>					
7438 Interest Expense	55,922	88,747	45,420	-	-
	<u>55,922</u>	<u>88,747</u>	<u>45,420</u>	<u>-</u>	<u>-</u>
<b>Total Expenses</b>	<b>\$ 4,381,190</b>	<b>\$ 4,496,874</b>	<b>\$ 4,571,398</b>	<b>\$ 4,614,518</b>	<b>\$ 4,738,610</b>
<b>Surplus (Deficit)</b>	<b>\$ 7,165</b>	<b>\$ 16,939</b>	<b>\$ 77,970</b>	<b>\$ 33,486</b>	<b>\$ 48,567</b>
<b>Fund Balance, Beginning of Year</b>	<b>\$ 221,864</b>	<b>\$ 229,029</b>	<b>\$ 245,968</b>	<b>\$ 323,938</b>	<b>\$ 357,423</b>
<b>Fund Balance, End of Year</b>	<b>\$ 229,029</b>	<b>\$ 245,968</b>	<b>\$ 323,938</b>	<b>\$ 357,423</b>	<b>\$ 405,990</b>
	<b>5.2%</b>	<b>5.5%</b>	<b>7.1%</b>	<b>7.7%</b>	<b>8.6%</b>
<b>Cash Flow Adjustments</b>					
Surplus (Deficit)	7,165	16,939	77,970	33,486	48,567
<b>Cash Flows From Operating Activities</b>					
Depreciation/Amortization	-	-	-	-	-
Public Funding Receivables	(633,722)	995,798	(17,208)	12,610	(29,175)
Grants and Contributions Rec.	(293,043)	-	-	-	-
Due To/From Related Parties	(562)	-	-	-	-
Prepaid Expenses	(155,674)	-	-	-	-
Other Assets	(13,837)	-	-	-	-
Accounts Payable	(490,454)	(34,611)	292	(254)	538
Accrued Expenses	(139,825)	-	-	-	-
Other Liabilities	-	-	-	-	-
<b>Cash Flows From Investing Activities</b>					
Purchases of Prop. And Equip.	-	-	-	-	-
Notes Receivable	-	-	-	-	-
<b>Cash Flows From Financing Activities</b>					
Proceeds from Factoring	2,847,513	2,958,245	1,514,001	-	-
Payments on Factoring	(1,385,600)	(4,115,440)	(1,818,718)	-	-
Proceeds from Debt	174,906	-	-	-	-
Payments on Debt	87	-	-	-	-
	<u>(83,046)</u>	<u>(179,069)</u>	<u>(243,663)</u>	<u>45,841</u>	<u>19,931</u>
<b>Total Change in Cash</b>	<b>(83,046)</b>	<b>(179,069)</b>	<b>(243,663)</b>	<b>45,841</b>	<b>19,931</b>
<b>Cash, Beginning of Year</b>	<b>296,089</b>	<b>213,043</b>	<b>33,973</b>	<b>(209,690)</b>	<b>(163,849)</b>
<b>Cash, End of Year</b>	<b>\$ 213,043</b>	<b>\$ 33,973</b>	<b>\$ (209,690)</b>	<b>\$ (163,849)</b>	<b>\$ (143,918)</b>



**Lake View Charter School**

**Budget vs Actual**

For the period ended October 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	YTD Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Aid - Revenue Limit							
LCFF State Aid	\$ 338,040	\$ 338,040	\$ (0)	\$ 713,640	\$ 713,640	\$ (0)	\$ 3,756,001
Education Protection Account	21,713	21,713	1	21,713	21,713	1	86,850
State Aid - Prior Year	-	-	-	(699)	-	(699)	-
In Lieu of Property Taxes	-	11,045	(11,045)	-	35,896	(35,896)	143,386
Total State Aid - Revenue Limit	359,753	370,797	(11,044)	734,654	771,248	(36,594)	3,986,237
Federal Revenue							
Special Education - Entitlement	-	4,478	(4,478)	-	9,454	(9,454)	51,676
Other Federal Revenue	484	-	484	484	-	484	-
Total Federal Revenue	484	4,478	(3,994)	484	9,454	(8,970)	51,676
Other State Revenue							
State Special Education	37,123	22,578	14,545	62,795	47,666	15,129	260,550
State Lottery	-	-	-	-	-	-	86,416
Total Other State Revenue	37,123	22,578	14,545	62,795	47,666	15,129	346,966
<b>Total Revenues</b>	<b>\$ 397,360</b>	<b>\$ 397,854</b>	<b>\$ (494)</b>	<b>\$ 797,933</b>	<b>\$ 828,368</b>	<b>\$ (30,435)</b>	<b>\$ 4,384,878</b>
<b>Expenses</b>							
Certificated Salaries							
Teachers' Salaries	\$ 103,403	\$ 93,876	\$ (9,526)	\$ 418,206	\$ 375,506	\$ (42,700)	\$ 1,126,517
Teachers' Extra Duty/Stipends	6,550	5,100	(1,450)	19,100	20,400	1,300	61,200
Pupil Support Salaries	21,854	20,458	(1,396)	85,728	81,833	(3,894)	245,500
Administrators' Salaries	25,887	23,917	(1,970)	101,837	95,667	(6,170)	287,000
Total Certificated Salaries	157,694	143,351	(14,343)	624,871	573,406	(51,465)	1,720,217
Classified Salaries							
Other Classified Salaries	12,847	11,037	(1,811)	50,848	44,146	(6,702)	132,438
Total Classified Salaries	12,847	11,037	(1,811)	50,848	44,146	(6,702)	132,438
Benefits							
State Teachers' Retirement System, certificated positions	24,820	26,377	1,557	99,001	105,507	6,505	316,520
OASDI/Medicare/Alternative, certificated positions	768	684	(84)	3,039	2,737	(302)	8,211
Medicare/Alternative, certificated positions	2,370	2,239	(131)	9,382	8,954	(428)	26,863
Health and Welfare Benefits, certificated positions	19,715	15,625	(4,090)	79,542	62,500	(17,042)	187,500
State Unemployment Insurance, certificated positions	-	711	711	2,163	2,842	679	14,210
Workers' Compensation Insurance, certificated positions	1,977	2,161	184	7,908	8,646	738	25,937
Other Benefits, certificated positions	63	-	(63)	63	-	(63)	-
Total Benefits	49,712	47,796	(1,916)	201,098	191,186	(9,913)	579,242
Books & Supplies							
School Supplies	56,800	33,090	(23,710)	196,612	79,290	(117,322)	301,849
Software	14,672	3,475	(11,197)	30,612	13,900	(16,712)	41,700
Office Expense	-	367	367	1,010	1,467	457	4,400
Business Meals	-	58	58	-	233	233	700
Noncapitalized Equipment	11,800	4,727	(7,072)	19,155	11,327	(7,827)	43,121
Total Books & Supplies	83,272	41,717	(41,554)	247,389	106,217	(141,171)	391,770
Subagreement Services							
Special Education	12,521	9,183	(3,337)	25,576	36,733	11,157	110,200
Other Educational Consultants	13,788	64,366	50,578	42,801	154,233	111,432	587,148
Instructional Services	18,499	18,499	(0)	73,995	73,995	(1)	221,984
Total Subagreement Services	44,807	92,048	47,240	142,372	264,961	122,589	919,333
Operations & Housekeeping							
Auto and Travel	-	700	700	-	2,800	2,800	8,400
Dues & Memberships	-	75	75	790	300	(490)	900
Insurance	6,024	1,500	(4,524)	24,096	6,000	(18,096)	18,000
Communications	87	125	38	251	500	249	1,500
Postage and Shipping	130	108	(22)	318	433	116	1,300
Total Operations & Housekeeping	6,241	2,508	(3,732)	25,454	10,033	(15,421)	30,100
Facilities, Repairs & Other Leases							
Other Leases	-	267	267	-	1,067	1,067	3,200
Total Facilities, Repairs & Other Leases	-	267	267	-	1,067	1,067	3,200
Professional/Consulting Services							
IT	-	58	58	-	233	233	700
Legal	2,173	400	(1,773)	5,644	1,600	(4,044)	4,800
Professional Development	6,475	258	(6,217)	9,881	1,033	(8,848)	3,100
General Consulting	750	158	(592)	750	633	(117)	1,900
Special Activities/Field Trips	-	9,454	9,454	-	22,654	22,654	86,243
Bank Charges	758	10	(748)	2,434	35	(2,399)	115
Printing	-	10	10	-	35	35	115
Other Taxes and Fees	(0)	730	730	141	2,555	2,414	8,395
Payroll Service Fee	215	311	96	1,336	1,245	(92)	3,734
Management Fee	24,595	24,893	298	102,814	99,573	(3,241)	298,720
District Oversight Fee	-	7,416	7,416	0	15,425	15,425	79,725
Public Relations/Recruitment	-	125	125	-	500	500	1,500
Total Professional/Consulting Services	34,965	43,825	8,859	123,001	145,522	22,521	489,046
Interest							
Interest Expense	29	-	(29)	14,386	38,030	23,644	94,219
Total Interest	29	-	(29)	14,386	38,030	23,644	94,219
<b>Total Expenses</b>	<b>\$ 389,568</b>	<b>\$ 382,549</b>	<b>\$ (7,019)</b>	<b>\$ 1,429,419</b>	<b>\$ 1,374,568</b>	<b>\$ (54,851)</b>	<b>\$ 4,359,564</b>
<b>Change in Net Assets</b>	<b>7,792</b>	<b>15,305</b>	<b>(7,513)</b>	<b>(631,486)</b>	<b>(546,200)</b>	<b>(85,286)</b>	<b>25,314</b>
Net Assets, Beginning of Period	(417,414)			221,864			
<b>Net Assets, End of Period</b>	<b>\$ (409,622)</b>			<b>\$ (409,622)</b>			

## Lake View Charter School

### Statement of Financial Position

October 31, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	\$ 301,309	\$ 296,089	\$ 5,220	2%
Accounts Receivable	14,108	16,465	(2,357)	-14%
Public Funding Receivable	92,876	919,717	(826,841)	-90%
Factored Receivable	(770,700)	(295,400)	(475,300)	161%
Due To/From Related Parties	264,221	263,659	562	0%
Prepaid Expenses	50,581	(105,093)	155,674	-148%
<b>Total Current Assets</b>	<b>(47,605)</b>	<b>1,095,437</b>	<b>(1,143,042)</b>	<b>-104%</b>
<b>Long-Term Assets</b>				
Deposits	75,000	-	75,000	0%
<b>Total Long Term Assets</b>	<b>75,000</b>	<b>-</b>	<b>75,000</b>	<b>0%</b>
<b>Total Assets</b>	<b>\$ 27,395</b>	<b>\$ 1,095,437</b>	<b>\$ (1,068,042)</b>	<b>-97%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 74,618	\$ 607,505	\$ (532,887)	-88%
Accrued Liabilities	126,242	266,067	(139,825)	-53%
Deferred Revenue	61,163	-	61,163	0%
Notes Payable, Current Portion	17,488	-	17,488	0%
<b>Total Current Liabilities</b>	<b>279,511</b>	<b>873,572</b>	<b>(594,061)</b>	<b>-68%</b>
<b>Long-Term Liabilities</b>				
Notes Payable, Net of Current Portion	157,506	-	157,506	0%
<b>Total Long-Term Liabilities</b>	<b>157,506</b>	<b>-</b>	<b>157,506</b>	<b>0%</b>
<b>Total Liabilities</b>	<b>437,017</b>	<b>873,572</b>	<b>(436,556)</b>	<b>-50%</b>
<b>Net Assets</b>	<b>(409,622)</b>	<b>221,864</b>	<b>(631,486)</b>	<b>-285%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 27,395</b>	<b>\$ 1,095,437</b>	<b>\$ (1,068,042)</b>	<b>-97%</b>



## Lake View Charter School

### Statement of Cash Flows

For the period ended October 31, 2020

	<b>Month Ended 10/31/20</b>	<b>YTD Ended 10/31/20</b>
<b>Cash Flows from Operating Activities</b>		
Changes in Net Assets	\$ 7,792	\$ (631,486)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	-	826,841
Grants, Contributions & Pledges Receivable	-	477,657
Due from Related Parties	-	(562)
Prepaid Expenses	(7,408)	(155,674)
Other Assets	-	(75,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(37,450)	(532,887)
Accrued Expenses	(55,055)	(139,825)
Deferred Revenue	61,163	61,163
<b>Total Cash Flows from Operating Activities</b>	<b>(30,958)</b>	<b>(169,773)</b>
<b>Cash Flows from Financing Activities</b>		
Proceeds from (payments on) Long-Term Debt	29	174,994
<b>Total Cash Flows from Financing Activities</b>	<b>29</b>	<b>174,994</b>
Change in Cash & Cash Equivalents	(30,929)	5,220
Cash & Cash Equivalents, Beginning of Period	332,237	296,089
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 301,309</b>	<b>\$ 301,309</b>

## Lake View Charter School

## Check Register

For the period ended October 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10163	Math-U-See Inc.	10/7/2020	VOID
10232	History Unboxed LLC	10/7/2020	VOID
10251	Yosemite Valley Charter School	10/1/2020	VOID
10292	Amazon Capital Services	10/1/2020	4,658.76
10299	Amazon Capital Services	10/1/2020	5388.74
10300	Apollo Academy of Music	10/1/2020	151.16
10301	CharterSafe	10/1/2020	8,001.00
10302	Global Teletherapy	10/1/2020	4,254.00
10303	Joshua Hegg	10/1/2020	75.00
10304	Jostens	10/1/2020	20.04
10305	KiwiCo, Inc	10/1/2020	1,051.91
10306	CONFIDENTIAL	10/1/2020	3.88
10307	McColgan & Associates Inc	10/1/2020	400.00
10308	MEL Science U.S., LLC	10/1/2020	727.80
10309	Middletown Art Center	10/1/2020	257.50
10310	Outschool, Inc.	10/1/2020	70.00
10311	Provenance	10/1/2020	1,214.00
10312	Rainbow Resource Center	10/1/2020	2,899.33
10313	Reading For Life	10/1/2020	740.00
10314	TalkBox.Mom	10/1/2020	87.10
10315	Math-U-See Inc.	10/7/2020	924.00
10316	History Unboxed LLC	10/7/2020	279.70
10317	8x8 Inc.	10/7/2020	17.14
10318	Accrediting Commission for Schools	10/7/2020	790.00
10319	VOID	VOID	VOID
10320	Amazon Capital Services	10/7/2020	1,411.69
10321	Apollo Academy of Music	10/7/2020	299.25
10322	Barbara J. Rice Piano Studio	10/7/2020	2,595.00
10323	Bitsbox	10/7/2020	614.25
10324	Brave Writer LLC	10/7/2020	338.70
10325	Charter Impact, Inc.	10/7/2020	5,647.00
10326	Discount School Supply	10/7/2020	115.08
10327	Feather River Recreation District	10/7/2020	1,491.25
10328	Growing Healthy Children Therapy Services, Inc.	10/7/2020	151.50
10329	Homeschool Buyers Co-op	10/7/2020	54.00
10330	Institute for Excellence in Writing	10/7/2020	37.10
10331	Joshua Hegg	10/7/2020	225.00
10332	Jostens	10/7/2020	25.83
10333	Juni Learning, Inc.	10/7/2020	519.00
10334	Lakeshore	10/7/2020	119.01
10335	Mary Lee Pickering	10/7/2020	495.00
10336	Math-U-See Inc.	10/7/2020	512.00
10337	McColgan & Associates Inc	10/7/2020	760.00
10338	Meg Navarro Gupta	10/7/2020	47.00
10339	Oak Meadow Inc.	10/7/2020	831.00
10340	Outschool, Inc.	10/7/2020	VOID
10341	Procopio, Cory, Hargreaves & Savitch LLP	10/7/2020	2,712.83
10342	Provenance	10/7/2020	69,886.47
10343	Rainbow Resource Center	10/7/2020	598.38
10344	Reading Horizons	10/7/2020	1,819.12
10345	SchoolMate	10/7/2020	1,581.98
10346	Singapore Math, Inc.	10/7/2020	63.89
10347	Teacher Synergy, LLC	10/7/2020	147.84
10348	Teaching Textbooks	10/7/2020	86.16
10349	Tori Gillam	10/7/2020	120.00
10350	Billie Adkins	10/12/2020	150.00
10351	Glad Donahue	10/12/2020	150.00
10352	Jessica Coombs	10/12/2020	150.00
10353	Lindsay Mower	10/12/2020	150.00
10354	Sara Rose Bonetti	10/12/2020	150.00
10355	A Brighter Child, Inc	10/14/2020	1,341.10
10356	All About Learning Press, Inc.	10/14/2020	1,290.39
10357	Bright Thinker	10/14/2020	1,309.84
10358	BYU Independent Study	10/14/2020	486.00
10359	CharterSafe	10/14/2020	8,001.00

## Lake View Charter School

## Check Register

For the period ended October 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10360	eDynamic Learning	10/14/2020	85.00
10361	Hooked on Phonics	10/14/2020	235.94
10362	Lakeshore	10/14/2020	541.12
10363	Law Office of Jennifer McQuarrie	10/14/2020	187.00
10364	MEL Science U.S., LLC	10/14/2020	378.80
10365	Outschool, Inc.	10/14/2020	95.00
10366	Provenance	10/14/2020	9,026.10
10367	Rainbow Resource Center	10/14/2020	2,074.58
10368	Ro Kazoku Karate	10/14/2020	55.00
10369	San Joaquin County Office of Education	10/14/2020	750.00
10370	SchoolMate	10/14/2020	3,048.20
10371	Studies Weekly	10/14/2020	161.66
10372	Teacher Synergy, LLC	10/14/2020	320.49
10373	Teaching Textbooks	10/14/2020	131.34
10374	Tori Gillam	10/14/2020	480.00
10375	Little Passports	10/15/2020	765.82
10376	Outschool, Inc.	10/21/2020	200.00
10377	8x8 Inc.	10/21/2020	146.96
10378	A Brighter Child, Inc	10/21/2020	738.68
10379	Academics in a Box Incorporated	10/21/2020	86.85
10380	All About Learning Press, Inc.	10/21/2020	144.90
10381	Amazon Capital Services	10/21/2020	403.82
10382	Apollo Academy of Music	10/21/2020	140.00
10383	Beautiful Feet Books, Inc.	10/21/2020	412.49
10384	Ben Colbeck	10/21/2020	200.00
10385	BioBox Labs LLC	10/21/2020	188.36
10386	Bitsbox	10/21/2020	290.55
10387	Boont Tribe Community School	10/21/2020	1,197.50
10388	Bright Thinker	10/21/2020	2,175.86
10389	Charter Impact, Inc.	10/21/2020	559.20
10390	Discount School Supply	10/21/2020	421.33
10391	Drivers Ed Direct	10/21/2020	39.00
10392	E-Therapy, LLC	10/21/2020	43.50
10393	Educational Development Corporation	10/21/2020	217.02
10394	eDynamic Learning	10/21/2020	350.00
10395	Elemental Science	10/21/2020	48.29
10396	Elizabeth Stoxen	10/21/2020	540.00
10397	Erica Johns	10/21/2020	135.00
10398	Esther Tiedemann Violin Studio	10/21/2020	200.00
10399	Evan-Moor	10/21/2020	99.99
10400	Growing Healthy Children Therapy Services, Inc.	10/21/2020	126.25
10401	Heidi Bishop	10/21/2020	1,020.00
10402	Home Science Tools	10/21/2020	690.35
10403	KiwiCo, Inc	10/21/2020	809.97
10404	Lakeshore	10/21/2020	785.86
10405	Learning Without Tears	10/21/2020	200.22
10406	Little Passports	10/21/2020	521.67
10407	Logic of English	10/21/2020	1,102.15
10408	Math-U-See Inc.	10/21/2020	761.00
10409	MEL Science U.S., LLC	10/21/2020	628.20
10410	Moving Beyond the Page	10/21/2020	1,230.42
10411	Mystery Science Inc.	10/21/2020	49.00
10412	Oak Meadow Inc.	10/21/2020	268.00
10413	Outschool, Inc.	10/21/2020	78.00
10414	Outside the Box Creation	10/21/2020	527.36
10415	Peace Hill Press, Inc. dba Well Trained Mind Press	10/21/2020	123.30
10416	Procopio, Cory, Hargreaves & Savitch LLP	10/21/2020	1,996.90
10417	Provenance	10/21/2020	36.35
10418	Rainbow Resource Center	10/21/2020	2,401.56
10419	Ro Kazoku Karate	10/21/2020	110.00
10420	School Pathways, LLC	10/21/2020	2,064.68
10421	TalkBox.Mom	10/21/2020	81.51
10422	Teacher Synergy, LLC	10/21/2020	177.53
10423	Teaching Textbooks	10/21/2020	1,042.58
10424	The Lampo Group, LLC	10/21/2020	29.99
10425	Thinkwell Corporation	10/21/2020	125.00

## Lake View Charter School

## Check Register

For the period ended October 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10426	Thrive Homeschool Program	10/21/2020	2,875.00
10427	Trigger Memory Co.	10/21/2020	48.90
10428	Wieser Educational	10/21/2020	1,023.55
10429	Wonder Crate	10/21/2020	287.52
10430	A Brighter Child, Inc	10/29/2020	151.91
10431	All About Learning Press, Inc.	10/29/2020	198.50
10432	Amazon Capital Services	10/29/2020	850.93
10433	Apollo Academy of Music	10/29/2020	133.00
10434	BioBox Labs LLC	10/29/2020	442.87
10435	Bright Thinker	10/29/2020	248.98
10436	Carrie Morris	10/29/2020	420.00
10437	Charter Impact, Inc.	10/29/2020	214.75
10438	Coding with Kids, LLC	10/29/2020	129.00
10439	Crafty School Crates	10/29/2020	754.32
10440	E-Therapy, LLC	10/29/2020	430.50
10441	Eat2Explore	10/29/2020	219.68
10442	Educational Development Corporation	10/29/2020	68.04
10443	Global Teletherapy	10/29/2020	11,008.00
10444	History Unboxed LLC	10/29/2020	1,055.00
10445	Institute for Excellence in Writing	10/29/2020	171.80
10446	Jennifer McQuarrie	10/29/2020	176.00
10447	Joshua Hegg	10/29/2020	240.00
10448	KiwiCo, Inc	10/29/2020	2,559.47
10449	Lake Elementary School District	10/29/2020	54,104.00
10450	Little Global Citizens LLC	10/29/2020	299.00
10451	Lotus Educational Services, Inc.	10/29/2020	232.50
10452	McColgan & Associates Inc	10/29/2020	165.00
10453	MEL Science U.S., LLC	10/29/2020	199.20
10454	Miaplaza Inc.	10/29/2020	336.00
10455	Mystery Science Inc.	10/29/2020	49.00
10456	North State Ballet LLC.	10/29/2020	681.50
10457	Oak Meadow Inc.	10/29/2020	192.99
10458	Outside the Box Creation	10/29/2020	1,054.72
10459	Peace Hill Press, Inc. dba Well Trained Mind Press	10/29/2020	102.50
10460	Press Hill Press dba Well Trained Mind Press	10/29/2020	7.95
10461	Provenance	10/29/2020	285.87
10462	Rainbow Resource Center	10/29/2020	1,669.69
10463	Reading For Life	10/29/2020	2,740.00
10464	School Pathways, LLC	10/29/2020	700.00
10465	Singapore Math, Inc.	10/29/2020	51.48
10466	Studies Weekly	10/29/2020	128.48
10467	Teacher Synergy, LLC	10/29/2020	86.90
10468	Teaching Textbooks	10/29/2020	122.16
10469	Thrive Homeschool Program	10/29/2020	1,100.00
10470	Timberdoodle.com	10/29/2020	116.03
10471	Time4Writing.com	10/29/2020	119.00
10472	WriteShop	10/29/2020	84.50

Total Disbursements issued in October \$ 271,134.11

Lake View Charter School

Accounts Payable Aging

October 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	Total
8x8 Inc.	2783825	10/1/2020	10/31/2020	\$ 86.59	\$ -	\$ -	\$ -	\$ -	\$ 86.59
A Brighter Child, Inc	54948	10/19/2020	11/18/2020	422.93	-	-	-	-	422.93
Activities for Learning Inc.	381779	9/30/2020	10/30/2020	21.75	-	-	-	-	21.75
Activities for Learning Inc.	381780	9/30/2020	10/30/2020	123.75	-	-	-	-	123.75
Activities for Learning Inc.	381781	9/30/2020	10/30/2020	123.75	-	-	-	-	123.75
All About Learning Press, Inc.	904176	9/18/2020	10/18/2020	144.90	-	-	-	-	144.90
All About Learning Press, Inc.	904199	9/21/2020	10/21/2020	22.95	-	-	-	-	22.95
All About Learning Press, Inc.	904439	9/29/2020	10/29/2020	116.65	-	-	-	-	116.65
All About Learning Press, Inc.	904456	9/30/2020	10/30/2020	89.90	-	-	-	-	89.90
All About Learning Press, Inc.	904490	10/1/2020	10/31/2020	166.75	-	-	-	-	166.75
All About Learning Press, Inc.	904723	10/16/2020	11/15/2020	144.90	-	-	-	-	144.90
Amazon Capital Services	11KY-DRMQ-K1HW	8/26/2020	10/25/2020	16.11	-	-	-	-	16.11
Amazon Capital Services	14MJ-QM11-JR79	8/22/2020	10/21/2020	18.94	-	-	-	-	18.94
Amazon Capital Services	14WC-F9P4-DTXD	8/24/2020	10/23/2020	122.27	-	-	-	-	122.27
Amazon Capital Services	14WC-F9P4-TR6X	8/25/2020	10/24/2020	12.82	-	-	-	-	12.82
Amazon Capital Services	16LC-JMGP-1QTC	8/30/2020	10/29/2020	37.53	-	-	-	-	37.53
Amazon Capital Services	1M1W-L3DP-KVGK	8/21/2020	10/20/2020	214.49	-	-	-	-	214.49
Amazon Capital Services	1PCF-VX66-1TJT	8/20/2020	10/19/2020	111.42	-	-	-	-	111.42
Amazon Capital Services	1Q7M-M636-613K	8/20/2020	10/19/2020	156.82	-	-	-	-	156.82
Amazon Capital Services	1V47-PRXD-MW76	8/23/2020	10/22/2020	24.09	-	-	-	-	24.09
Amazon Capital Services	1VGJ-FFWQ-L4NY	10/22/2020	12/21/2020	(33.19)	-	-	-	-	(33.19)
Amazon Capital Services	1WDP-HCLN-76VW	7/10/2020	8/9/2020	(77.65)	-	-	-	-	(77.65)
Amazon Capital Services	1X4H-FTR9-PVX9	8/21/2020	10/20/2020	28.95	-	-	-	-	28.95
Amazon Capital Services	1Y4V-M1JC-3DPX	8/22/2020	10/21/2020	48.80	-	-	-	-	48.80
Amazon Capital Services	1Y9T-GCPG-99TV	9/1/2020	10/31/2020	(3.91)	-	-	-	-	(3.91)
Amazon Capital Services	1YFG-MW9X-H31Q	7/15/2020	8/14/2020	(10.45)	-	-	-	-	(10.45)
Apollo Academy of Music	20-3661	10/2/2020	11/1/2020	160.00	-	-	-	-	160.00
Association of California School Adminis	ASSC102820	10/28/2020	10/28/2020	115.24	-	-	-	-	115.24
Bright Thinker	SINV2296	9/22/2020	10/22/2020	124.49	-	-	-	-	124.49
Bright Thinker	SINV2331	9/24/2020	10/24/2020	124.49	-	-	-	-	124.49
Bright Thinker	SINV2426	10/22/2020	11/21/2020	124.49	-	-	-	-	124.49
CharterSafe	32066	9/1/2020	9/1/2020	8,001.00	-	-	-	-	8,001.00
CharterSafe	32447	10/1/2020	10/1/2020	8,001.00	-	-	-	-	8,001.00
Crafty School Crates	18079	9/22/2020	10/22/2020	99.42	-	-	-	-	99.42
Crafty School Crates	18111	9/25/2020	10/25/2020	139.87	-	-	-	-	139.87
Crafty School Crates	18112	9/25/2020	10/25/2020	131.92	-	-	-	-	131.92
Crafty School Crates	18121	9/25/2020	10/25/2020	139.87	-	-	-	-	139.87
Crafty School Crates	18122	9/25/2020	10/25/2020	144.68	-	-	-	-	144.68
Crafty School Crates	18123	9/25/2020	10/25/2020	144.68	-	-	-	-	144.68
Crafty School Crates	18146	10/15/2020	11/14/2020	46.11	-	-	-	-	46.11
Eat2Explore	100761	9/21/2020	10/21/2020	109.54	-	-	-	-	109.54
Eat2Explore	100770	9/30/2020	10/30/2020	29.95	-	-	-	-	29.95
Education.com Holdings Inc	E10409	9/17/2020	10/17/2020	119.99	-	-	-	-	119.99
Education.com Holdings Inc	E10510	9/29/2020	10/29/2020	59.94	-	-	-	-	59.94
Education.com Holdings Inc	E10600	9/30/2020	10/30/2020	119.00	-	-	-	-	119.00
Education.com Holdings Inc	E10603	10/7/2020	11/6/2020	119.99	-	-	-	-	119.99



Lake View Charter School

Accounts Payable Aging

October 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	Total
Education.com Holdings Inc	E10617	10/7/2020	11/6/2020	119.99	-	-	-	-	119.99
Education.com Holdings Inc	E10683	10/16/2020	11/15/2020	119.99	-	-	-	-	119.99
Educational Development Corporation	DIR7359038	9/22/2020	10/22/2020	112.32	-	-	-	-	112.32
Educational Development Corporation	DIR7442328	9/30/2020	10/30/2020	39.72	-	-	-	-	39.72
Educational Development Corporation	DIR7442329	9/30/2020	10/30/2020	22.31	-	-	-	-	22.31
Educational Development Corporation	DIR7480140	10/5/2020	11/4/2020	14.99	-	-	-	-	14.99
Educational Development Corporation	DIR7480165	10/5/2020	11/4/2020	4.99	-	-	-	-	4.99
Educational Development Corporation	DIR7480236	10/5/2020	11/4/2020	14.99	-	-	-	-	14.99
Educational Development Corporation	DIR7480247	10/5/2020	11/4/2020	45.97	-	-	-	-	45.97
Educational Development Corporation	DIR7480324	10/5/2020	11/4/2020	114.60	-	-	-	-	114.60
Evan-Moor	INV292223	9/23/2020	10/23/2020	80.79	-	-	-	-	80.79
Evan-Moor	INV292677	9/28/2020	10/28/2020	126.08	-	-	-	-	126.08
Evan-Moor	INV294041	10/7/2020	11/6/2020	68.60	-	-	-	-	68.60
Evan-Moor	INV294565	10/12/2020	11/11/2020	16.99	-	-	-	-	16.99
Generation Genius, Inc	GG0051437	10/13/2020	11/12/2020	125.00	-	-	-	-	125.00
Guitar Center, Inc.	2180218067	10/1/2020	10/31/2020	99.00	-	-	-	-	99.00
History Unboxed LLC	wc-8385HU	10/2/2020	11/1/2020	66.10	-	-	-	-	66.10
History Unboxed LLC	wc-8429HU	10/2/2020	11/1/2020	124.11	-	-	-	-	124.11
History Unboxed LLC	wc-8430HU	10/2/2020	11/1/2020	281.13	-	-	-	-	281.13
History Unboxed LLC	wc-8431HU	10/2/2020	11/1/2020	124.11	-	-	-	-	124.11
History Unboxed LLC	wc-8432HU	10/2/2020	11/1/2020	124.11	-	-	-	-	124.11
History Unboxed LLC	wc-8433HU	10/2/2020	11/1/2020	124.11	-	-	-	-	124.11
History Unboxed LLC	wc-8434HU	10/2/2020	11/1/2020	168.75	-	-	-	-	168.75
History Unboxed LLC	wc-8446HU	10/2/2020	11/1/2020	168.75	-	-	-	-	168.75
History Unboxed LLC	wc-8452HU	10/2/2020	11/1/2020	168.75	-	-	-	-	168.75
History Unboxed LLC	wc-8459HU	10/2/2020	11/1/2020	56.25	-	-	-	-	56.25
History Unboxed LLC	wc-8461HU	10/2/2020	11/1/2020	122.65	-	-	-	-	122.65
History Unboxed LLC	wc-8527HU	10/16/2020	11/15/2020	100.67	-	-	-	-	100.67
History Unboxed LLC	wc-8528HU	10/16/2020	11/15/2020	101.58	-	-	-	-	101.58
History Unboxed LLC	wc-8556HU	10/16/2020	11/15/2020	234.85	-	-	-	-	234.85
Home Science Tools	1056009A	9/22/2020	10/22/2020	366.69	-	-	-	-	366.69
Home Science Tools	1056895A	9/22/2020	10/22/2020	336.10	-	-	-	-	336.10
Institute for Excellence in Writing	725547	9/29/2020	10/29/2020	26.38	-	-	-	-	26.38
Institute for Excellence in Writing	725552	9/29/2020	10/29/2020	192.18	-	-	-	-	192.18
Jeanette Wise	3	3/2/2020	4/1/2020	(232.00)	-	-	-	-	(232.00)
Jeanette Wise	5	9/21/2020	10/21/2020	520.00	-	-	-	-	520.00
Joshua Hegg	000838	10/14/2020	11/13/2020	350.00	-	-	-	-	350.00
Kitchen Kid, LLC	4404714	8/4/2020	9/3/2020	262.80	-	-	-	-	262.80
KiwiCo, Inc	Oct.20-LVS-1	10/18/2020	12/2/2020	2,103.60	-	-	-	-	2,103.60
KiwiCo, Inc	Sep.20-LVC-2	9/30/2020	10/30/2020	2,289.36	-	-	-	-	2,289.36
Lakeshore	3386660920	9/28/2020	10/28/2020	273.36	-	-	-	-	273.36
Lakeshore	4871630920	9/21/2020	10/21/2020	16.69	-	-	-	-	16.69
Lakeshore	5147250920	9/28/2020	10/28/2020	438.31	-	-	-	-	438.31
Lakeshore	5369411020	10/2/2020	11/1/2020	505.61	-	-	-	-	505.61
Lakeshore	5412481020	10/5/2020	11/4/2020	182.24	-	-	-	-	182.24
Lakeshore	5440141020	10/7/2020	11/6/2020	169.27	-	-	-	-	169.27
Learning A-Z	2692423	9/17/2020	10/17/2020	115.45	-	-	-	-	115.45

Lake View Charter School

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October 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	Total
Learning A-Z	2713049	9/21/2020	10/21/2020	105.45	-	-	-	-	105.45
Learning Without Tears	INV90647	9/21/2020	10/21/2020	28.39	-	-	-	-	28.39
Learning Without Tears	INV91095	9/22/2020	10/22/2020	19.70	-	-	-	-	19.70
Learning Without Tears	INV94066	10/1/2020	10/31/2020	28.82	-	-	-	-	28.82
Learning Without Tears	INV94130	10/2/2020	11/1/2020	28.82	-	-	-	-	28.82
Learning Without Tears	INV94231	10/2/2020	11/1/2020	19.43	-	-	-	-	19.43
Learning Without Tears	INV94351	10/2/2020	11/1/2020	16.10	-	-	-	-	16.10
LEGO Education	1190444816	10/20/2020	12/19/2020	239.11	-	-	-	-	239.11
Little Passports	113837207	10/15/2020	11/14/2020	162.99	-	-	-	-	162.99
Logic of English	INW0038	10/7/2020	11/6/2020	185.59	-	-	-	-	185.59
Logic of English	INW0039	10/7/2020	11/6/2020	26.68	-	-	-	-	26.68
Lotus Educational Services, Inc.	1637	9/21/2020	10/21/2020	186.00	-	-	-	-	186.00
Lotus Educational Services, Inc.	1645	10/5/2020	11/4/2020	186.00	-	-	-	-	186.00
Maria Madruga	1-9-25-2020	9/25/2020	10/25/2020	1,300.00	-	-	-	-	1,300.00
Math-U-See Inc.	0666233-IN	9/19/2020	10/30/2020	119.00	-	-	-	-	119.00
Math-U-See Inc.	0670885-IN	10/6/2020	11/30/2020	119.00	-	-	-	-	119.00
Math-U-See Inc.	0672480-IN	10/13/2020	11/30/2020	22.00	-	-	-	-	22.00
Math-U-See Inc.	0672481-IN	10/13/2020	11/30/2020	61.00	-	-	-	-	61.00
Moving Beyond the Page	226443	9/26/2020	10/26/2020	171.38	-	-	-	-	171.38
Moving Beyond the Page	226444	9/26/2020	10/26/2020	310.41	-	-	-	-	310.41
Mystery Science Inc.	102080	9/22/2020	10/22/2020	49.00	-	-	-	-	49.00
Mystery Science Inc.	108830	10/16/2020	11/15/2020	69.00	-	-	-	-	69.00
North State Ballet LLC.	5	10/2/2020	11/1/2020	111.62	-	-	-	-	111.62
Oak Meadow Inc.	109896	9/22/2020	10/22/2020	335.00	-	-	-	-	335.00
Oak Meadow Inc.	109994	9/23/2020	10/23/2020	273.00	-	-	-	-	273.00
Oak Meadow Inc.	110037	9/23/2020	10/23/2020	453.00	-	-	-	-	453.00
Oak Meadow Inc.	110039	9/23/2020	10/23/2020	236.00	-	-	-	-	236.00
Oak Meadow Inc.	110122	9/24/2020	10/24/2020	438.00	-	-	-	-	438.00
Oak Meadow Inc.	110277	9/25/2020	10/25/2020	196.00	-	-	-	-	196.00
Oak Meadow Inc.	110298	9/25/2020	10/25/2020	385.00	-	-	-	-	385.00
Oak Meadow Inc.	110305	9/25/2020	10/25/2020	57.00	-	-	-	-	57.00
Oak Meadow Inc.	110330	9/25/2020	10/25/2020	563.00	-	-	-	-	563.00
Oak Meadow Inc.	110387	9/25/2020	10/25/2020	380.00	-	-	-	-	380.00
Oak Meadow Inc.	110944	9/30/2020	10/30/2020	22.00	-	-	-	-	22.00
Oak Meadow Inc.	113984	9/30/2020	10/30/2020	455.00	-	-	-	-	455.00
Oak Meadow Inc.	114041	10/22/2020	11/21/2020	338.00	-	-	-	-	338.00
Outschool, Inc.	20902000	9/21/2020	10/21/2020	150.00	-	-	-	-	150.00
Outschool, Inc.	20902001	9/21/2020	10/21/2020	150.00	-	-	-	-	150.00
Press Hill Press dba Well Trained Mind F	53129	9/25/2020	10/25/2020	19.60	-	-	-	-	19.60
Press Hill Press dba Well Trained Mind F	53143	9/30/2020	10/30/2020	59.55	-	-	-	-	59.55
Provenance	1773A	9/4/2020	9/4/2020	(415.18)	-	-	-	-	(415.18)
Provenance	3556	9/22/2020	10/22/2020	10,922.09	-	-	-	-	10,922.09
Provenance	3605	10/1/2020	10/31/2020	359.40	-	-	-	-	359.40
Provenance	3619	10/6/2020	11/5/2020	125.00	-	-	-	-	125.00
Provenance	3633	10/8/2020	11/7/2020	400.00	-	-	-	-	400.00
Provenance	3648	10/8/2020	11/7/2020	33.00	-	-	-	-	33.00
Rainbow Resource Center	3146038	9/21/2020	10/21/2020	119.20	-	-	-	-	119.20

Lake View Charter School

Accounts Payable Aging

October 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	Total
Rainbow Resource Center	3146162	9/21/2020	10/21/2020	39.62	-	-	-	-	39.62
Rainbow Resource Center	3146167	9/21/2020	10/21/2020	60.70	-	-	-	-	60.70
Rainbow Resource Center	3146173	9/21/2020	10/21/2020	75.73	-	-	-	-	75.73
Rainbow Resource Center	3146184	9/21/2020	10/21/2020	50.35	-	-	-	-	50.35
Rainbow Resource Center	3146248	9/21/2020	10/21/2020	232.12	-	-	-	-	232.12
Rainbow Resource Center	3146257	9/21/2020	10/21/2020	270.04	-	-	-	-	270.04
Rainbow Resource Center	3148663	9/22/2020	10/22/2020	196.93	-	-	-	-	196.93
Rainbow Resource Center	3151585	9/25/2020	10/25/2020	113.86	-	-	-	-	113.86
Rainbow Resource Center	3153245	9/25/2020	10/25/2020	97.25	-	-	-	-	97.25
Rainbow Resource Center	3153252	9/25/2020	10/25/2020	138.36	-	-	-	-	138.36
Rainbow Resource Center	3153257	9/25/2020	10/25/2020	124.87	-	-	-	-	124.87
Rainbow Resource Center	3159329	10/1/2020	10/31/2020	179.72	-	-	-	-	179.72
Rainbow Resource Center	3171550	10/13/2020	11/12/2020	55.22	-	-	-	-	55.22
Rainbow Resource Center	3179190	10/21/2020	11/20/2020	119.54	-	-	-	-	119.54
Rainbow Resource Center	3180881	10/22/2020	11/21/2020	109.95	-	-	-	-	109.95
Rainbow Resource Center	3181993	10/23/2020	11/22/2020	231.14	-	-	-	-	231.14
Reading For Life	0191	10/12/2020	11/11/2020	360.00	-	-	-	-	360.00
Reading For Life	0193	10/26/2020	11/25/2020	500.00	-	-	-	-	500.00
San Diego State University Research Fo	210148	10/9/2020	9/1/2020	6,350.00	-	-	-	-	6,350.00
School Pathways, LLC	66444	9/30/2020	10/30/2020	1,996.48	-	-	-	-	1,996.48
Singapore Math, Inc.	50715	9/21/2020	10/21/2020	61.05	-	-	-	-	61.05
Singapore Math, Inc.	51232	10/2/2020	11/1/2020	40.57	-	-	-	-	40.57
Singapore Math, Inc.	51233	10/2/2020	11/1/2020	74.55	-	-	-	-	74.55
Singapore Math, Inc.	51249	10/4/2020	11/3/2020	62.55	-	-	-	-	62.55
Singapore Math, Inc.	51502	10/12/2020	11/11/2020	202.38	-	-	-	-	202.38
Singapore Math, Inc.	51503	10/12/2020	11/11/2020	99.43	-	-	-	-	99.43
Singapore Math, Inc.	51578	10/9/2020	11/8/2020	124.91	-	-	-	-	124.91
Singapore Math, Inc.	51834	10/16/2020	11/15/2020	35.74	-	-	-	-	35.74
Studies Weekly	365171	9/28/2020	10/25/2020	32.31	-	-	-	-	32.31
Studies Weekly	365193	9/28/2020	10/25/2020	32.42	-	-	-	-	32.42
Studies Weekly	365217	9/28/2020	10/25/2020	32.42	-	-	-	-	32.42
Studies Weekly	365262	9/28/2020	10/25/2020	32.42	-	-	-	-	32.42
TalkBox.Mom	417993-2	9/22/2020	10/23/2020	81.51	-	-	-	-	81.51
TalkBox.Mom	417993-3	9/22/2020	10/23/2020	81.51	-	-	-	-	81.51
TalkBox.Mom	417993-4	9/22/2020	10/23/2020	81.51	-	-	-	-	81.51
TalkBox.Mom	435465	9/22/2020	10/23/2020	326.04	-	-	-	-	326.04
Teacher Synergy, LLC	128627678	9/30/2020	10/21/2020	32.00	-	-	-	-	32.00
Teacher Synergy, LLC	128957434	10/2/2020	10/23/2020	6.50	-	-	-	-	6.50
Teacher Synergy, LLC	129562046	10/7/2020	10/28/2020	6.39	-	-	-	-	6.39
Teacher Synergy, LLC	129742481	10/8/2020	10/29/2020	47.75	-	-	-	-	47.75
Teaching Textbooks	30260	9/22/2020	10/22/2020	43.08	-	-	-	-	43.08
Teaching Textbooks	30262	9/22/2020	10/22/2020	167.13	-	-	-	-	167.13
Teaching Textbooks	30264	9/22/2020	10/22/2020	43.08	-	-	-	-	43.08
Teaching Textbooks	30265	9/22/2020	10/22/2020	43.08	-	-	-	-	43.08
Teaching Textbooks	30266	9/22/2020	10/22/2020	55.08	-	-	-	-	55.08
Teaching Textbooks	31149	10/1/2020	10/31/2020	55.08	-	-	-	-	55.08
Teaching Textbooks	31357	10/2/2020	11/1/2020	55.08	-	-	-	-	55.08



Lake View Charter School

Accounts Payable Aging

October 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	Total
Teaching Textbooks	31704	10/5/2020	11/4/2020	146.57	-	-	-	-	146.57
Teaching Textbooks	31747	10/12/2020	11/11/2020	112.26	-	-	-	-	112.26
Teaching Textbooks	31816	10/13/2020	11/12/2020	106.01	-	-	-	-	106.01
Teaching Textbooks	31946	10/13/2020	11/12/2020	62.93	-	-	-	-	62.93
Teaching Textbooks	31947	10/13/2020	11/12/2020	62.93	-	-	-	-	62.93
Teaching Textbooks	32048	10/13/2020	11/12/2020	43.08	-	-	-	-	43.08
Teaching Textbooks	32052	10/13/2020	11/12/2020	55.08	-	-	-	-	55.08
Teaching Textbooks	32054	10/13/2020	11/12/2020	55.08	-	-	-	-	55.08
Teaching Textbooks	32093	10/13/2020	11/12/2020	55.08	-	-	-	-	55.08
Teaching Textbooks	32096	10/13/2020	11/12/2020	67.08	-	-	-	-	67.08
Teaching Textbooks	32314	10/19/2020	11/18/2020	55.08	-	-	-	-	55.08
The Wright Keys Music Academy	6382	10/21/2020	11/8/2020	1,900.00	-	-	-	-	1,900.00
Thrive Homeschool Program	323	9/18/2020	10/18/2020	1,300.00	-	-	-	-	1,300.00
Thrive Homeschool Program	324	9/21/2020	10/21/2020	500.00	-	-	-	-	500.00
Thrive Homeschool Program	325	9/23/2020	10/23/2020	437.00	-	-	-	-	437.00
Thrive Homeschool Program	326	9/29/2020	10/29/2020	90.00	-	-	-	-	90.00
Thrive Homeschool Program	327	10/2/2020	11/1/2020	60.00	-	-	-	-	60.00
Thrive Homeschool Program	328	10/13/2020	11/12/2020	874.00	-	-	-	-	874.00
Thrive Homeschool Program	329	10/26/2020	11/25/2020	170.00	-	-	-	-	170.00
Tiffany Ridenour, Art	23	9/21/2020	10/21/2020	75.00	-	-	-	-	75.00
Tiffany Ridenour, Art	24	9/25/2020	10/25/2020	150.00	-	-	-	-	150.00
Timberdoodle.com	332602	8/20/2020	10/19/2020	862.06	-	-	-	-	862.06
Timberdoodle.com	332634	8/20/2020	10/19/2020	1,341.91	-	-	-	-	1,341.91
Timberdoodle.com	334489	8/28/2020	10/27/2020	1,134.86	-	-	-	-	1,134.86
Time4Writing.com	T4W11610	9/18/2020	10/18/2020	119.00	-	-	-	-	119.00
Time4Writing.com	T4W11950	10/9/2020	11/8/2020	238.00	-	-	-	-	238.00
Total Education Solutions	2704155	6/12/2020	7/17/2020	312.50	-	-	-	-	312.50
Trigger Memory Co.	2461	10/6/2020	11/5/2020	79.85	-	-	-	-	79.85
Wonder Crate	I134	10/6/2020	11/5/2020	\$ 79.95	\$ -	\$ -	\$ -	\$ -	\$ 79.95
<b>Total Outstanding Payables in October</b>				<b>\$ 74,617.73</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,617.73</b>

## Lake View Charter School

### *Due (To)/From All Inspire Charter School Locations*

For the period ended October 31, 2020

	<b>Account Balance</b>
Due (to)/from Inspire Charter Services	\$ <u>264,221</u>
<b>Total Due (to)/from Balance</b>	<b>\$ <u>264,221</u></b>

# Coversheet

## Budget Overview for Parents

**Section:** II. Finance  
**Item:** C. Budget Overview for Parents  
**Purpose:** Vote  
**Submitted by:** Julie Haycock  
**Related Material:** Budget\_Overview\_for\_Parents\_2020\_-\_Lake\_View.pdf

**BACKGROUND:**

**The budget overview for parents was presented at the Public Hearing at the special board meeting. There were no changes requested, so the final BOPS is being presented to the boards for final approval**

**RECOMMENDATION:**

Recommended for Board Approval.

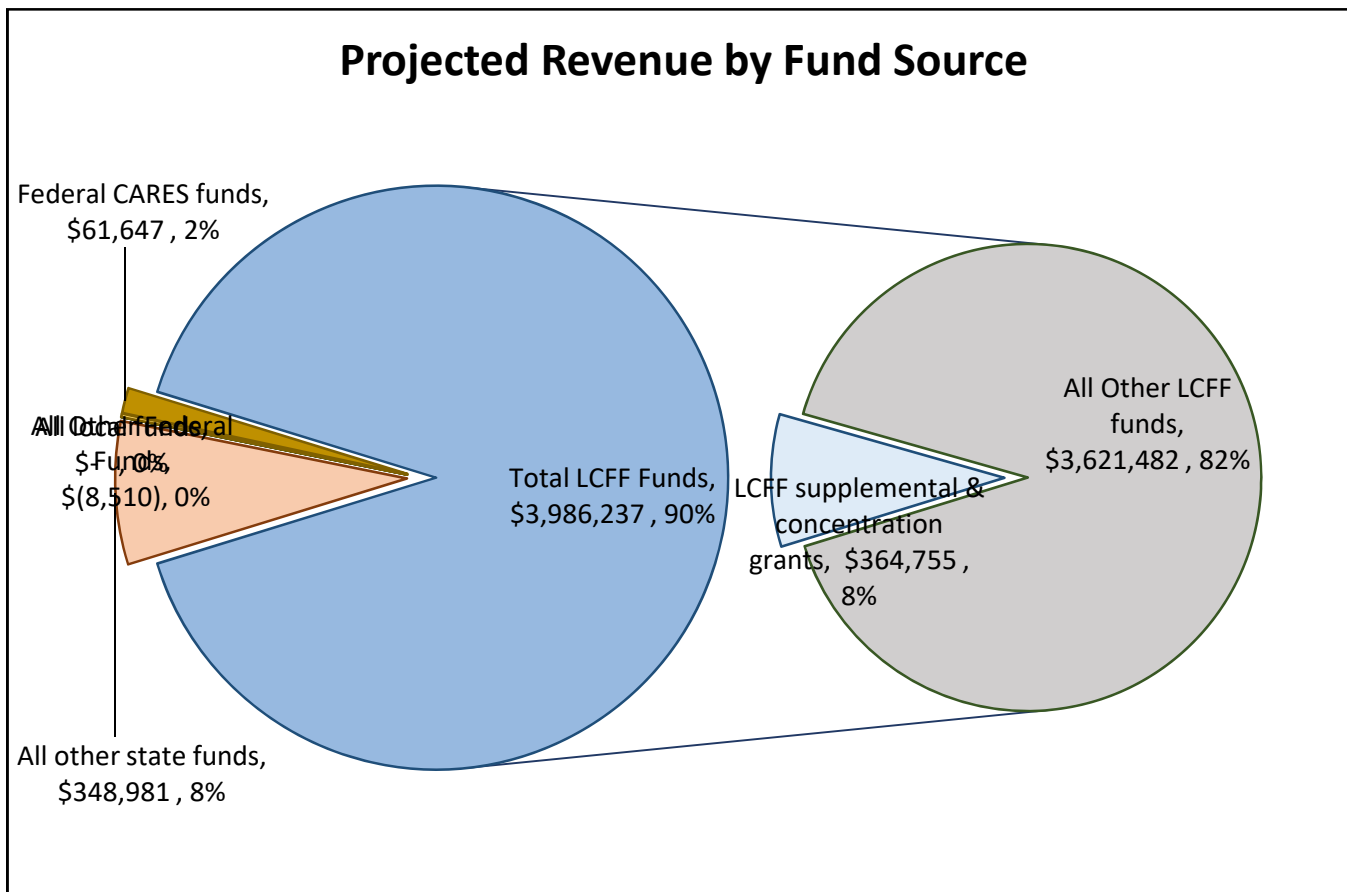
# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Lake View Charter School  
 CDS Code: 11 62596 0139550  
 School Year: 2020-2021  
 LEA contact information: Julie HaycockPrincipal(916) 660-2924julie@lakeviewcharterschool.org

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

## Budget Overview for the 2020-2021 School Year

### Projected Revenue by Fund Source

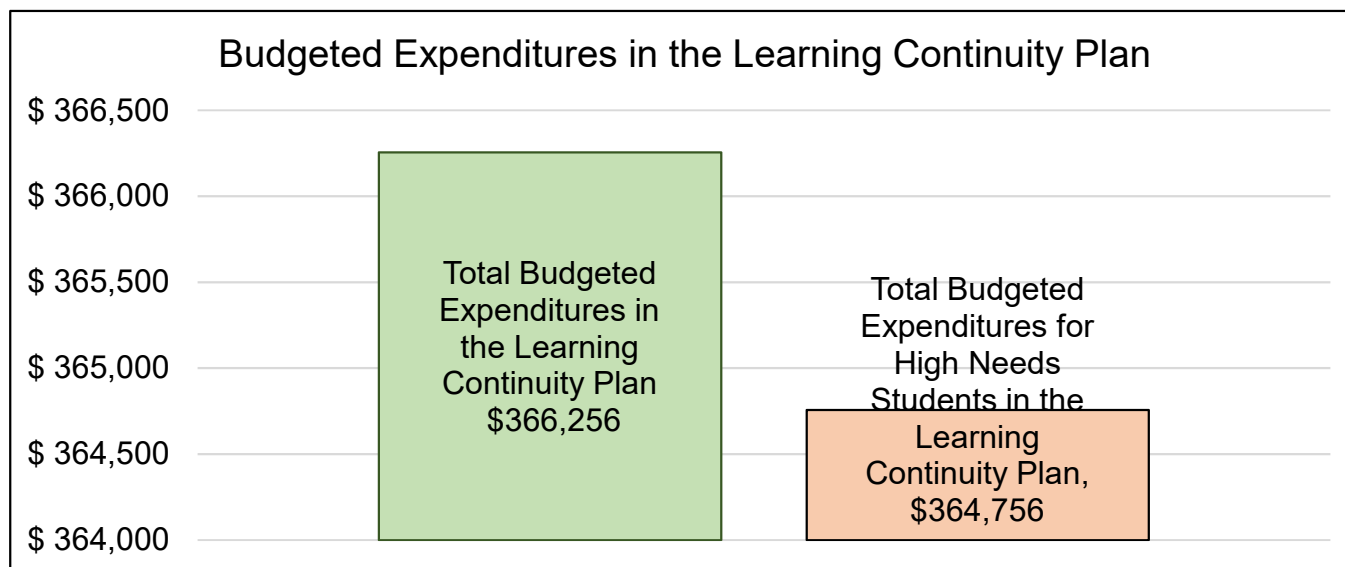


This chart shows the total general purpose revenue Lake View Charter School expects to receive in the coming year from all sources.

The total revenue projected for Lake View Charter School is \$4,388,355.00, of which \$3,986,237.00 is Local Control Funding Formula (LCFF) funds, \$348,981.00 is other state funds, \$0.00 is local funds, and \$53,137.00 is federal funds. Of the \$53,137.00 in federal funds, \$61,647.00 are federal CARES Act funds. Of the \$3,986,237.00 in LCFF Funds, \$364,755.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Lake View Charter School plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Lake View Charter School plans to spend \$4,381,190.00 for the 2020-2021 school year. Of that amount, \$366,256.00 is tied to actions/services in the Learning Continuity Plan and \$4,014,934.00 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

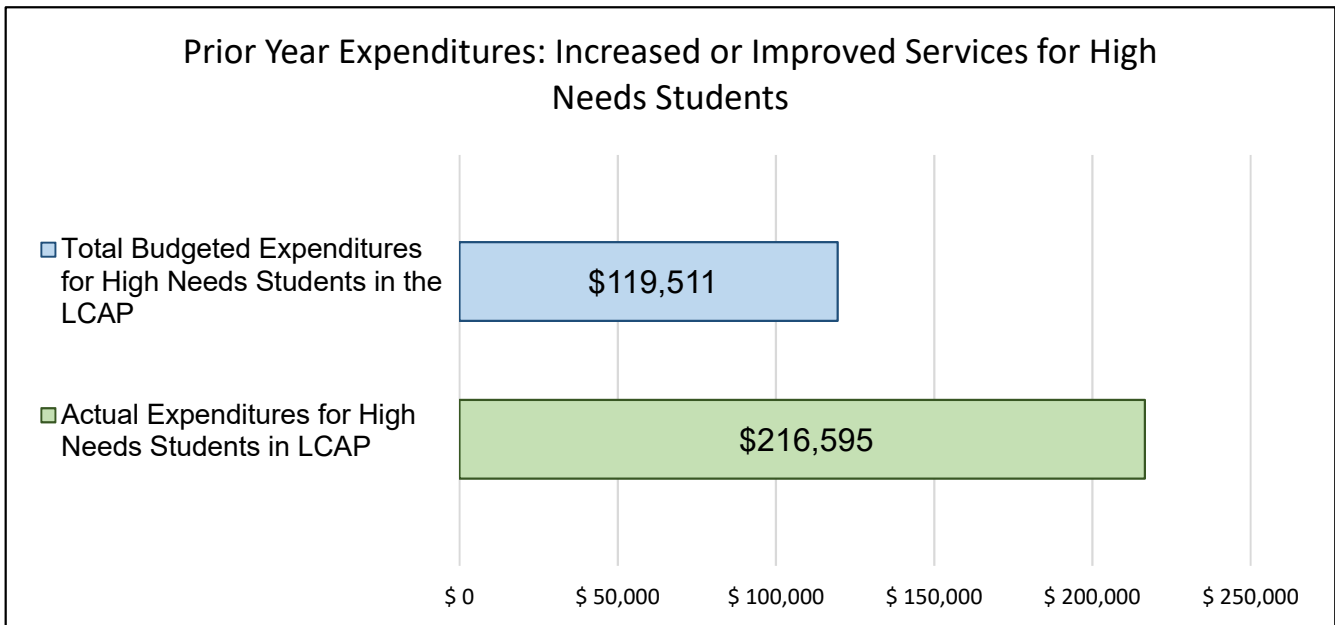
Staffing and related benefits, general instructional materials, special education related costs, and other general operational costs

### Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-2021, Lake View Charter School is projecting it will receive \$364,755.00 based on the enrollment of foster youth, English learner, and low-income students. Lake View Charter School must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Lake View Charter School plans to spend \$364,756.00 towards meeting this requirement, as described in the Learning Continuity Plan.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what Lake View Charter School budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Lake View Charter School actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-2020, Lake View Charter School's LCAP budgeted \$119,511.00 for planned actions to increase or improve services for high needs students. Lake View Charter School actually spent \$216,595.00 for actions to increase or improve services for high needs students in 2019-2020.

# Coversheet

## Charter School Capital Presentation

**Section:** II. Finance  
**Item:** D. Charter School Capital Presentation  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** FKA Deferrals Solution Boards Presentation - Oct 2020 \_SR.pdf



# CALIFORNIA DEFERRALS SOLUTION

Presented By:  
Shausta Eckland & Tricia Blum  
December, 2020





# AGENDA

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1. Who we are

4. Why this solution

2. What we do

5. Where to get started

3. How it works

# WHO WE ARE

Charter School Capital helps schools access, leverage, and sustain the resources charter schools need to thrive, allowing them to focus on what matters most – **educating students**

## In the past 13 years, CSC has:



Served more than **1,250,000** students and their families



Supported more than **700** charter schools



Invested more than **\$2B** in helping charter schools better serve their communities

# WHO WE ARE

Charter School Capital helps schools access, leverage, and sustain the resources charter schools need to thrive, allowing them to focus on what matters most – **educating students**

## But on a personal level, CSC is:

A passionate group of approximately 50 team-members with more than

**52** students of our own to remind us of our “why,”

**29** furry babies between us to keep us sane,

**finance & education** Backgrounds,  
(and everything in between)

**&** a shared

**core mission** to help charter schools and their

**students thrive.**

# WHO WE ARE



**Tricia Blum**  
Vice President of  
Business Consulting

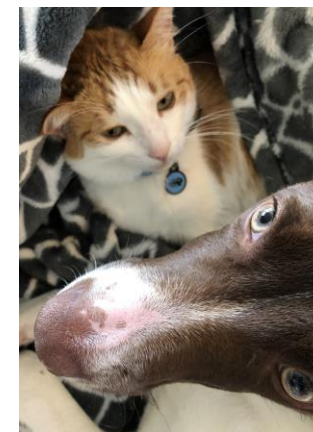


**Shausta Eckland**  
Account Manager

**Tricia Blum supports client schools that need strategic business, financial, and operational guidance.** Formerly an interim turnaround CEO of a charter organization and an executive leader of a high-growth charter management organization, Tricia created and instituted operational policies and procedures as well as strategic growth plans including replication and duplication strategies that enabled each organization to successfully scale their education programs. In her off-time Ms. Blum enjoys spending time with her boys, designing, eating, traveling, reading and going to the beach. She has settled, for now, in her native California.



**Shausta Eckland supports schools in strategic financial program management,** bringing a unique blend of creative-type zest and problem-solving to yield impressive results. After 20+ years in the photo industry, Shausta switched careers to join Charter School Capital. In her spare time, Shausta enjoys time with friends, riding her Aprilia, lounging with her rescue dog and making sure the cat doesn't burn the house to the ground.



# WHAT WE DO

A school lease-back option for charter school facility control, security, and budget optimization.



Update school building structures with new, efficient systems; reducing utility expenses and improving learning environment.



Help charter schools **access, and sustain financial resources** to put towards programs and services that help their **students thrive.**



A reliable and flexible funding process that provides access to capital for operations, facilities, programmatic expenses, or other obligations.



Marketing & advertising services to boost enrollment and ultimately increase financial scalability.

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Update school building structures with new, efficient systems; reducing utility expenses and improving learning environment.



**No-cost service provided exclusively for clients**

- Budget analysis
- Cash flow planning
- Vendor management
- Capacity building
- Governance training
- Authorizer support
- Operational systems
- Systems reviews
- Turnarounds/ workouts
- Special Projects



# 2020: IT'S OFFICIAL, A RECESSION!

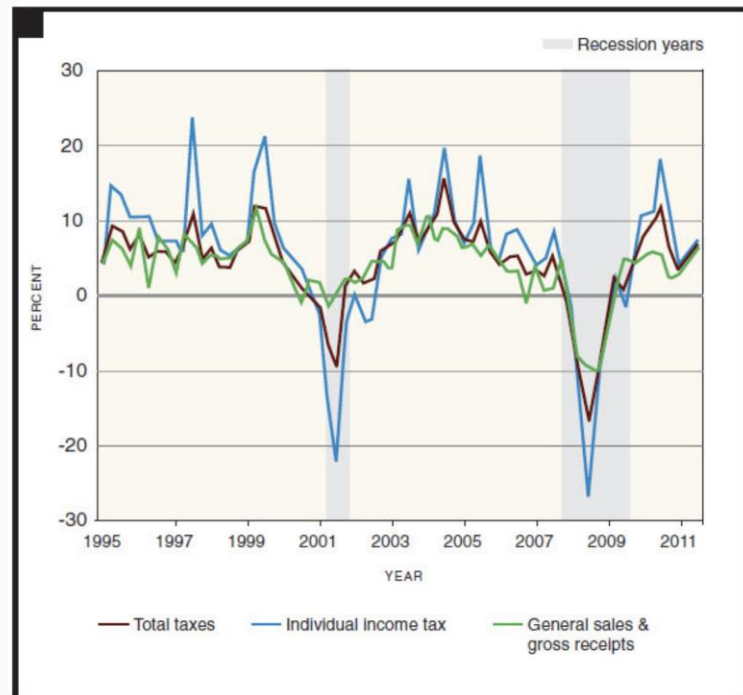
The National Bureau of Economic Research has announced Monday the U.S. economy is officially in a recession. Economists said the recession is unusual, but they hope it could end quickly.

-- June 8, 2020

## What am I looking at?

- Data about when the recession started and some data on the lagged impact to state budgets

FIGURE 2. Percentage Change in State Taxes Year over Year



Source: U.S. Census Bureau, Quarterly Tax Survey, 2011.

## Why does it matter?

- The negative impact to state budgets (and therefore charter schools) takes time to work through system

# IF PAST IS PROLOGUE, THIS WILL TAKE A WHILE

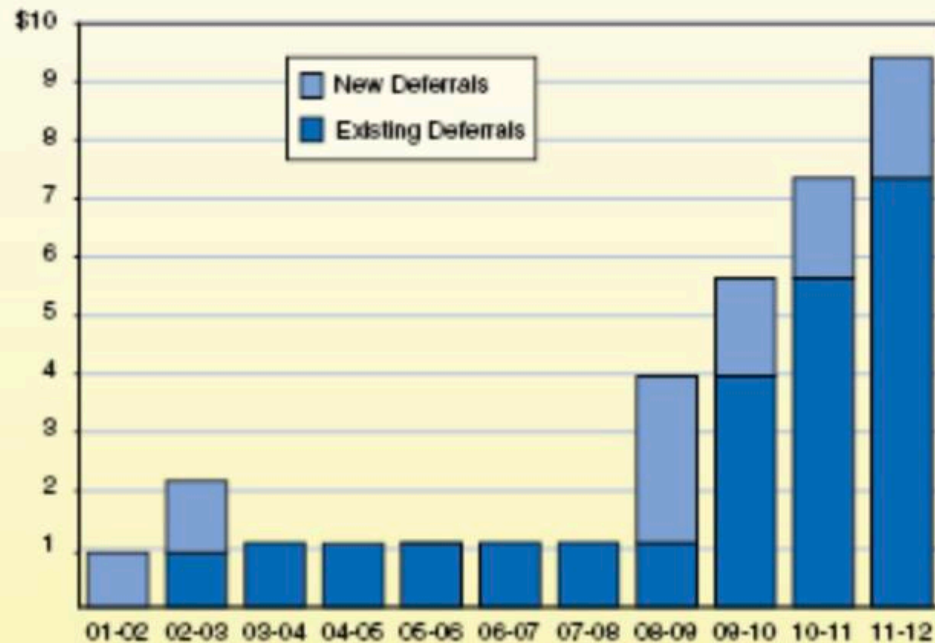
## What am I looking at?

- Great Recession data on California deferrals following the beginning of the Great Recession in December, 2007

Figure 2

In Recent Years, State Has Increased Its Reliance on K-12 Payment Deferrals to Avoid Cuts

(In Billions)



## Why does it matter?

- The impact to state education financing ***lasted four years***



# THE CA FUNDING CHALLENGE

## CURRENT

- 36% of FY21 LCFF\* will be deferred to FY22
  - Feb:53%, Mar: 85%, Apr: 85%, May: 85%, June 100%
- Ongoing deferral of entire June LCFF
- Potential for changes to payment schedule of deferrals
- Site-based schools paid for growth based on lesser of 6/30/20 budget projections and 10/7/20 student count
- Non-classroom based / independent study charters will not be paid for enrollment growth in FY21
- Additional challenges and potential costs related to COVID-19 preparedness (PPE, technology, enrollment)

## FUTURE

- FY22 potential deferrals and/or budget cuts
- FY21 enrollment reporting changes (e.g. growth caps)



\*LCFF is short for “Local Control Funding Formula,” a large portion of your state receivable.

# HOW WE CAN HELP

Offer details exclusive to your school

**5.99%**  
**(down from 7.99%)**

**GREATER ACCESS TO  
CAPITAL**

**LOCKED THROUGH FY21**

**\$0.00 FEB  
FINANCING**

## The Charter School Flexible Funding Line

**No hidden fees or surprise expenses if the state is further delayed.**

**Use what you need, when you need it.**  
We can advance up to as much as 50% of your school's annual state revenue.

**Secure your rate through the end of the Fiscal Year 2021 with transparent terms.**  
The most flexible, reliable, cost-effective solution – the best path to overcoming budget gaps.

**No-cost February deferral financing.**  
We'll cover your deferred February payment at no cost.

# SOLUTIONS COMPARISON: COST

## COST

You can't just look at rate.

**Interest Rate:**

- Can be quoted in annualized terms or in "discount"
- Applied to borrowed funds

**Structure:**

- How and when the funds are drawn or released
- How long the funds are outstanding

**Fees:**

- Could include any issuance costs (e.g., transaction, underwriting, legal fees, etc.)
- Any ongoing fees to maintain the credit line (e.g., unused balance fees)

### EXAMPLE COMPARISON



<b>Total Deferrals Financed</b>	\$1.5M	\$1.5M	\$1.5M	\$1.5M
<b>Term</b>	N/A	9 Months	12 Months	N/A
<b>Up Front Fee</b>	1.00%	1.47%	1.00% (Capitalized)	None
<b>Example Interest Rate</b>	4.99%	2.00%	4.99%	5.99%
<b>Includes No Cost February Deferral</b>	No	No	No	YES
<b>Release of Funds</b>	5 Monthly Releases Beginning 2/28/21	Full Amount on 3/31/21	Full Amount on 2/28/21	5 Monthly Releases Beginning 2/28/21
<b>*Total Cost:</b>	<b>\$42,000</b>	<b>\$45,000</b>	<b>\$56,000</b>	<b>\$29,000</b>

\*Round numbers used for cost analysis / CSC is prepared to fund additional Deferral needs

# HOW DOES FUNDING WORK?



## Receivables Purchase/Flexible Funding Line

Charter School Capital purchases state aid payments due to the charter school from the state and, in exchange, provides funding to the school in advance of the state payment distribution date.

The state payment remains with the state until the scheduled distribution date arrives.

Charter School Capital assumes the timing risk if the state delays the distribution of the payments due to the school. There are no additional costs to the charter school in the event the state delays payments.

Learn more at <https://charterschoolcapital.org/resources/benefits-of-selling-receivables/>

**How does the receivable sales program work?**  
Charter School Capital and the charter school enter into a receivables purchase agreement and execute a bill of sale. Executing these agreements transfers ownership of the state payment to Charter School Capital and the school receives the agreed-upon funding. When the state distributes the payment to Charter School Capital, the funds are then distributed as outlined in the bill of sale.

**WHAT OUR CLIENTS ARE SAYING**  
Charter School Capital has helped us...

**What are the costs associated with the sale of receivables?**

- The costs are determined by market-related factors including, but not limited to: the type of receivable being sold, the time the receivable is outstanding, the credit-risk profile of the school, and market rates for similar investments.

**Why choose receivable sales as a financing option?**

- Selling attendance-based and other qualified receivables helps accelerate a charter school's ability to grow by allowing schools to access funds more quickly and in greater quantity.
- Our qualification process is streamlined and more than 95 percent of schools that apply qualify.
- Schools often have the ability to adjust funding levels to align with cash flow needs for existing operations and growth.
- The sale of receivables is a reliable and flexible option for raising much-needed capital for charter schools.

**Why are Receivable Sales Beneficial to Charter Schools?**  
Charter schools often have difficulty accessing capital from traditional sources for operations and growth. One method of financing widely used by many industries is receivable sales. This reliable and flexible transactional process, pioneered by Charter School Capital for charter schools, provides access to capital needed to support operations, facilities, programmatic expenses, or other obligations.

**What is a receivable sales transaction?**  
In a receivable sales transaction, Charter School Capital purchases state aid payments due to the charter school from the state and, in exchange, provides funding to the school in advance of the state payment distribution date. The state payment remains with the state until the scheduled distribution date arrives. Charter School Capital assumes the timing risk if the state delays the distribution of the payments due to the school. There are no additional costs to the charter school in the event the state delays payments.

**How are the amounts available to the charter school calculated?**  
Amounts available for a charter school to sell to Charter School Capital are typically established by attendance-based entitlements or eligible grants owed to the charter school. Selling attendance-based entitlements and grants gives the charter school community access to much-needed capital when they need it, so schools are able to focus on educating students.

**We are 100% dedicated to the charter space and to enabling the success of charter schools and the charter school movement.**  
Our mission is to provide school leaders access to the financial and informational resources they need—whether it's operational capital, growth funding, or facilities expansion.  
Since our founding, we've been able to provide over \$2 billion in funding to more than 600 charter schools across our nation and most importantly, to serve over 1,000,000 students.  
We're proud to provide the reliability and stability charter leaders require as they embark on their journey to educate more students today—and in the future.  
If you have working capital needs or would like help with charter school facilities financing, our team of experts is here to help you with a needs assessment.  
Start by completing our [online application](#) or [contact us](#) for more information about our funding types.

**877.272.1001**  
**CHARTERSCHOOLCAPITAL.ORG**  
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# MORE INFORMATION

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## Flexible Funding Line



**We'll cover your deferred February payment at no cost.**

**Use what you need, when you need it.**  
We can advance up to as much as 50% of your school's annual state revenue.

**Secure a known, low, locked-in rate through the end of the Fiscal Year 2021 with transparent terms.**  
The most flexible, reliable, cost-effective solution – the best path to overcoming budget gaps.

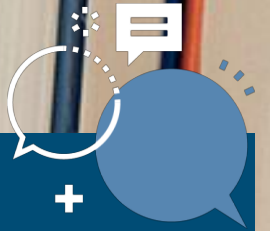
**Get peace of mind!**  
Our funding solution acts similarly to a line of credit, providing a safety net in these uncertain times.





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# QUESTIONS?



THANK YOU!

# Coversheet

## Shared Staffing Memorandum of Understanding for High School

**Section:** II. Finance  
**Item:** E. Shared Staffing Memorandum of Understanding for High School  
**Purpose:** Vote  
**Submitted by:** Julie Haycock  
**Related Material:** Central North Shared Services MOU.pdf

**BACKGROUND:**

**Shared staffing MOU (Memorandum of Understanding) relates specifically to the sharing of staff supporting the High School Virtual Academy (HV. Schools included are Monarch, Yosemite, Clarksville, Feather River, Cottonwood, and Lake View.**

**RECOMMENDATION:**

Approval by the Board



## **MEMORANDUM OF UNDERSTANDING FOR SHARED TEACHER SERVICES**

This Memorandum of Understanding for Shared Teacher Services and Resources (“**MOU**”) is entered into as of July 1, 2020 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy, Yosemite Valley Charter School, Clarksville Charter School, Feather River Charter School, The Cottonwood School, and Lake View Charter School.

**WHEREAS**, Monarch River Academy operates a public charter school named Monarch River Academy, Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School, Clarksville Charter School operated a public charter school named Clarksville Charter School, Feather River Charter School operates a public charter school named Feather River Charter School, The Cottonwood School operates a public charter school named The Cottonwood School, and Lake View Charter School operates a charter school named Lake View Charter School (each a “**School**” or collectively the “**Schools**”);

**WHEREAS**, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

**WHEREAS**, each School employs, certificated teachers designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

**WHEREAS**, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

**WHEREAS**, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

**NOW, THEREFORE**, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

**1. Shared Personnel.** During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“**Shared Personnel**”) to perform the educational services described in Attachment A (the “**Services**”) under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

**2. Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “**Lessor**” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “**Lessee**” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not

terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

**3. Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

**4. Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

**5. Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

c. Invoicing. Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.

d. Payment Terms. Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. Disputes. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

**6. Lessor Responsibilities:** In addition to any other promises and covenants identified herein,

Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

h. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

i. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

**7. Lessee Responsibilities:** In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

- b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.
- c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.
- d. Provide a safe working environment for Shared Personnel.
- e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.
- f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.
- g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by non-exempt Shared Personnel while working on behalf of Lessee.

## **8. Term and Termination.**

- a. Term. The MOU is effective as of July 1, 2020 and shall remain in effect until June 30, 2021 (the "**Term**"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.
- b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.
  - i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the nonpaying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.
  - ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.
- iv. Termination of Shared Personnel Arrangements. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

**9. Intellectual Property; Work Product.** Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

**10. Confidentiality.** Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.



c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 11 shall survive termination of this MOU.

**11. Student Information.** Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“*FERPA*”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term “personally identifiable information” (“*PII*”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

**12. Insurance.** Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor’s performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator’s Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the “*Additional Insureds*”) under the General Liability, Workers’ Compensation, and Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor’s insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds

shall be excess to Lessor's insurance and shall not contribute to it.

f. Except for Workers' Compensation and Professional Liability coverages, Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

**13. Liability.** Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

**14. Indemnification.** Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing, or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for the other Party's sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

**15. Assignment.** No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

**16. Fiduciary Obligations.** The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

**17. Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

**18. Notice.** All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

<i>To:</i> Monarch River Academy ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 <a href="mailto:sam@theenglishlearnergroup.com">sam@theenglishlearnergroup.com</a>	<i>To:</i> Yosemite Valley Charter School ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 <a href="mailto:ljrocki@hotmail.com">ljrocki@hotmail.com</a>
<i>To:</i> Clarksville Charter School ATTN: Board President 4818 Golden Foothills Parkway #9 El Dorado Hills, CA 95762 <a href="mailto:emily95661@gmail.com">emily95661@gmail.com</a>	<i>To:</i> Feather River Charter School ATTN: Board President 4305 South Meridian Road Meridian, CA 95957-9647 <a href="mailto:Dbrockmyer@hotmail.com">Dbrockmyer@hotmail.com</a>
<i>To:</i> Lake View Charter School ATTN: Board President 4672 County Road N Orland, CA 95963 <a href="mailto:Lindsay.mower@gmail.com">Lindsay.mower@gmail.com</a>	<i>To:</i> The Cottonwood School ATTN: Board President 7006 Rossmore Lane El Dorado Hills, CA 95762 <a href="mailto:nlorenzedd@gmail.com">nlorenzedd@gmail.com</a>

**19. Headings.** The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

**20. Entire Agreement.** This MOU and all attachments, which are incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement



of the terms of the MOU.

- 21. Amendments.** This MOU may be amended by the mutual written consent of all Parties.
- 22. No Waiver.** No waiver of any provision of this MOU 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.
- 23. Severability.** If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.
- 24. Governing Law.** This MOU shall be governed by and interpreted under California law.
- 25. Authority to Contract.** Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.
- 26. Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page on Following Page]

**IN WITNESS WHEREOF**, the Parties execute this MOU as of the Effective Date above.

Monarch River Academy, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Yosemite Valley Charter School, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Feather River Charter School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Lake View Charter School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

The Cottonwood School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Clarksville Charter School, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

**ATTACHMENT A**

**Effective Date: July 1, 2020**

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

**DESCRIPTION OF SERVICES**

<b>Position</b>	<b>Teacher</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Providing direct and indirect instruction to Lessee students.</li> <li>● Long and short-term planning addressing individual needs of students.</li> <li>● Evaluating students’ progress.</li> <li>● Teaching an individualized approach per the Lessee’s Charter Petition.</li> <li>● Providing an inviting, exciting, and innovative learning environment to students.</li> <li>● Serving as advisors to students.</li> <li>● The Teacher provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Teachers will use online and textbook resources to deliver content, but will also need to adapt, differentiate, and scaffold curriculum for students with different learning abilities. The teachers will organize and implement an instructional program that results in student academic success in accordance with state policies, standards, and law.</li> </ul>

<b>Position</b>	<b>HSVA Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Implement High School Teacher programs, HSVA and Edgenuity</li> <li>● Oversee program development in the North and Central regions</li> <li>● Communication lead with both programs</li> <li>● Train teachers Schoology, Edgenuity, YAMM and Zoom</li> <li>● Develop course descriptions, schedule and catalog</li> <li>● Observe and evaluate teacher performance</li> <li>● Respond to parent questions/concerns</li> <li>● Hold a weekly meeting via zoom to discuss questions, concerns, training, and reminders for Virtual Academies Staff.</li> <li>● HST education regarding new locally-based programs</li> <li>● Assist Teachers with monitoring student compliance</li> <li>● Meet with HSA&amp;CC and AD as needed to discuss each of the schools’ needs</li> <li>● Work with student support and language services to create a plan to serve sub-groups</li> <li>● Work with the SPED department to create a functioning plan to test SPED students</li> </ul>

As detailed in Attachment C, the allocation of cost per school will be determined in one of two ways

**Category 1:** Allocation by Student Count Served Directly (e.g., fee charged to School on a per-student served basis)

**Category 2:** Allocation by percentage of Total Enrollment in HSVA program.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.

2. Second Assessment for Category 2 Personnel Shared by Enrollment in the program. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's HSVA enrollment as of that date, and any resulting adjustments shall be effective as of January 1.

**ATTACHMENT B**

**SHARED PERSONNEL TRACKING**

**This tracking spreadsheet contains student information and is not attached. Spreadsheet has been presented to board and is available to board members upon request.**

**ATTACHMENT C**

**Total Cost**

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein.

The attachment incorporates the estimated total cost of employees in the program employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served and Category 2: Allocation by **percentage of Total Enrollment in HSVA program**). This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

**CLARKSVILLE CHARTER SCHOOL:**

Position	Shared Personnel Costs
<b>HQT6</b>	<b>\$120,434.00</b>
<b>HQT7</b>	<b>\$114,022.00</b>

**FEATHER RIVER CHARTER SCHOOL:**

Position	Shared Personnel Costs
<b>HQT9</b>	<b>\$104,500.00</b>
<b>HQT8</b>	<b>\$97,135.00</b>
<b>HQT10</b>	<b>\$127,833.00</b>

**LAKE VIEW CHARTER SCHOOL:**

Position	Shared Personnel Costs
<b>None</b>	

**MONARCH RIVER ACADEMY:**

Position	Shared Personnel Costs
<b>HQT11</b>	<b>\$103,047.21</b>
<b>HQT12</b>	<b>\$111,072.09</b>
<b>HQT13</b>	<b>\$97,283.66</b>
<b>HQT14</b>	<b>\$106,786.27</b>

**THE COTTONWOOD SCHOOL:**

Position	Shared Personnel Costs
<b>HQT1</b>	<b>\$95,730.56</b>
<b>HQT2</b>	<b>\$134,159.50</b>
<b>HQT3</b>	<b>\$106,853.75</b>
<b>HQT4</b>	<b>\$120,978.00</b>
<b>HQT5</b>	<b>\$47,865.28</b>

**YOSEMITE VALLEY CHARTER SCHOOL:**

Position	Shared Personnel Costs
<b>None</b>	

# Coversheet

## Comprehensive Safety Plan

**Section:** III. Operations  
**Item:** A. Comprehensive Safety Plan  
**Purpose:** Vote  
**Submitted by:** Julie Haycock  
**Related Material:** Comprehensive Safety Plan - Lake View.pdf

### BACKGROUND:

- Updated to include information about the COVID-19 Increased Reporting Regulations
- Changes/Additions: Pages 110-111 of the Plan / Pages 223-224 of the Board Packet



**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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## Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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 1<sup>st</sup> 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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.



# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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 not 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).

# Comprehensive School Safety Plan

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 not 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.

# Comprehensive School Safety Plan

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](mailto:julie@lakeviewcharterschool.org)

Name: Shannon Breckenridge  
Phone: 916-660-2924

Department: Assistant Director  
Email: [shannon@lakeviewcharterschool.org](mailto:shannon@lakeviewcharterschool.org)

Plan Approval:

\_\_\_\_\_

Name of Responsible Party

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



### EMERGENCY TELEPHONE NUMBERS

FACILITY EMERGENCY NUMBERS	
<b>1. Emergency Operations Center (Managing Director's)</b>	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
<b>2. Alternate Location (Office phone #)</b>	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 **STATE** 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. **FEDERAL** 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.**

- 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.

- 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.

**NIMS training requirements:** 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

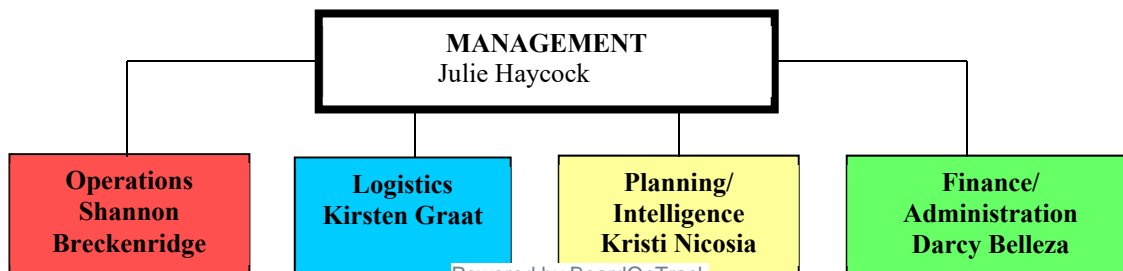
The control of and response to emergencies is the sole responsibility of the site teams *until* first responders arrive. Once they arrive, incident command transitions to **“Unified Command.”** This transition is immediately facilitated by an on-site briefing of first responders by the Management Staff 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

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Mark Telles  
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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 off-sites 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:**

- ✓ 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.
- ✓ 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.
- ✓ If inside, stay inside.
- ✓ Lock door(s) to buildings and or work areas.
- ✓ If possible, quickly close all windows and then move away from the windows.
- ✓ 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 kept 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 near the phone.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ 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

Accent: 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 Emotional  
Righteous Laughing Intoxicated

Background Noises: Office Machines Factory Machines Trains Animals Music Quiet 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: Y N

Evacuation was conducted: Y N

## 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:
  - ✓ Is suspect still on site and do you know current location?
  - ✓ Where was the specific location of occurrence?
  - ✓ Are there wounded staff members? How many?

- ✓ Description of all weapons (hand gun, shotgun, automatic, dangerous objects, explosive devices, other).
- ✓ 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
  - ✓ 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)
  - ✓ 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:
  - Scars
  - Tattoos
  - Burn marks
  - Birthmarks
  - Pierced body parts
  - Jewelry
- ✓ Exact location of suspect (building, room) and include North, South, East or West in your directions.
- ✓ Approximate number of staff in hostage area.
- ✓ Are weapons or explosive devices involved?
- ✓ 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).
- ✓ 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 telephone 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
  - ✓ How the illness or type of injury occurred
  - ✓ Age of ill or injured staff member
  - ✓ 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. Parents are asked NOT to go to the location as this will hamper rescue efforts.

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

###

# Comprehensive School Safety Plan

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.



# Comprehensive School Safety Plan

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

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.



# Comprehensive School Safety Plan

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

## Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

Lake View Charter School
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.

# Comprehensive School Safety Plan

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

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 adopted pursuant to subdivision (a)...(d) The governing board may review, at an open meeting, the approved 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.

# Comprehensive School Safety Plan

Lake View Charter School
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## 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
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- 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.

## Comprehensive School Safety Plan

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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.

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:

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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

# Comprehensive School Safety Plan

Lake View Charter School
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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.

# Comprehensive School Safety Plan

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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.

# Comprehensive School Safety Plan

Lake View Charter School
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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.

# Comprehensive School Safety Plan

Lake View Charter School
Section D: Suspension/Expulsions policies and procedures - Ed Code 48915
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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.



## Comprehensive School Safety Plan

Feather River 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

- 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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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 of 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.

## Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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.



# Comprehensive School Safety Plan

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

# Comprehensive School Safety Plan

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.

## Comprehensive School Safety Plan

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 multi-disciplinary 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.

## Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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.

# Comprehensive School Safety Plan

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

## - Suicide Prevention, Intervention and Postvention Protocol

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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

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: [elizabeth.mut@inspireschools.org](mailto:elizabeth.mut@inspireschools.org)

MENTAL HEALTH TEAM	
Nancy Carson, M.S., PPS Mental Health Coordinator Mobile #: (626) 327-9202 Email: <a href="mailto:nancycc@inspireschools.org">nancycc@inspireschools.org</a>	
Micah Samuels, M.S. MH School Psychologist Mobile #: (626) 250-9132 Email: <a href="mailto:micah@inspireschools.org">micah@inspireschools.org</a> Region: Statewide	TBA MH Psych Mobile#: Email: Region:

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 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, 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.

# Comprehensive School Safety Plan

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

## 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.



# Comprehensive School Safety Plan

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

## 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, 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 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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Section J: Mental Health Guidelines
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- Email the Mental Health Team at: [mentalhealthteam@inspireschools.org](mailto: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: [Student in Crisis](#)

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 information has 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):

Definition: Does not pose imminent danger to self; insufficient evidence for suicide potential.

Indicators: 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)

Definition: 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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**Indicators:** 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):**

**Definition:** 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.

**Indicators:** 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.

## Comprehensive School Safety Plan

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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.

## Comprehensive School Safety Plan

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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 follow-up 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

# Comprehensive School Safety Plan

Lake View Charter School
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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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## 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:

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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:

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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.

## Comprehensive School Safety Plan

<u>Lake View Charter School</u>
<u>Section L: COVID-19 Reporting AB 685</u>
<u>Part 1: Increased COVID-19 Reporting Requirements</u>

**AB 685 mandates increased COVID-19 reporting requirements. School employees must be notified within one business day of any potential exposure to COVID-19 in the workplace with specific information regarding their rights in response to the exposure, as well as the employer's disinfection/safety plan. The local public health agency must be notified within forty-eight hours in the event of an outbreak in the workplace.**

### School:

- The school will notify all employees at a worksite of potential exposures, COVID-19-related benefits and protections, and disinfection and safety measures that will be taken at the worksite in response to the potential exposure.
- The school will provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the person who was infectious with COVID-19 or who was subject to a COVID-19-related quarantine order within one business day.
- The school will notify local public health agencies of all workplace outbreaks, which are defined as three or more laboratory-confirmed cases of COVID-19 among employees who live in different households within a two-week period.
- The school will notify local public health agencies of outbreaks within 48 hours of becoming aware of the number of cases that meets the definition of an outbreak. The school will notify the local public health agency in the jurisdiction of the worksite of the names, phone number, occupation, and worksite of employees who may have COVID-19 or who are under a COVID-19 isolation order from a public health official.
- The school will provide staff who may have been exposed with information regarding COVID-19 related benefits available under federal, state, and local laws. This information would include workers compensation benefits, COVID-19-related leaves, company sick leave, state-mandated leave, supplemental sick leave, and anti-retaliation and antidiscrimination protections.
- The school will notify all employees of the disinfection and safety plan that the employer plans to implement and complete in accordance with the guidelines of the Centers for Disease Control.
- The school will report the business address and NAICS industry code of the worksite where the infected or quarantined individuals work.
- The school will provide information about access to COVID-19 testing.
- The school will provide information about COVID-19 hazards to staff and anyone that comes into contact with the school workplace.
- From January 1, 2021 until January 1, 2023, Cal/OSHA can issue an Order Prohibiting Use (OPU) to shut down an entire worksite or a specific worksite area that exposes employees to an imminent hazard related to COVID-19.

- From January 1, 2021 until January 1, 2023, Cal/OSHA can issue citations for serious violations related to COVID-19 without giving employers 15-day notice before issuance.

**Staff:**

- Staff need to report to the school, without fear of reprisal, COVID-19 symptoms, possible COVID-19 exposures, and possible COVID-19 hazards at the workplace.
- Staff with medical or other conditions that put them at increased risk of severe COVID-19 illness shall inform Human Resources.

# Coversheet

## Employee Handbook

**Section:** III. Operations  
**Item:** B. Employee Handbook  
**Purpose:** Vote  
**Submitted by:** Julie Haycock  
**Related Material:** Employee Handbook 20-21 - Lake View.pdf

### BACKGROUND:

- Updated to include information about the California Family Rights Act (CRFA) - SB 1383
- Changes/Additions: Page 30 of the Handbook / Page 255 of the Board Packet



# **EMPLOYEE HANDBOOK 2020-2021**



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## **SECTION 1 – WELCOME**

Welcome to Lake View Charter School!

We are happy to have you join us at Lake View Charter School (LVCS or School). We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of LVCS, its personnel policies and procedures, and your benefits as a LVCS employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No LVCS guideline, practice, manual or rule may alter the “at-will” status of your relationship with LVCS.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, LVCS reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever LVCS determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at LVCS.

## **SECTION 2 – GENERAL**

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at LVCS.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other LVCS document confers any contractual right, either express or implied, to remain in LVCS' employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by LVCS or you may resign for any reason at any time.

No supervisor or other representative of LVCS except the Executive Director or designee, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

## **SECTION 3 – PHILOSOPHY**

### **CORE PURPOSE**

LVCS exists to educate and inspire children to realize their potential to become extraordinary and active members of society.

### **CORE VALUES**

The following three core values are what distinguish LVCS from other schools:

1. Mentoring – to inspire students to forge their paths in the world
2. Passionate – to strive for excellence
3. Collaborative – to be active, engaging, and contributing team members

### **PERMISSION-TO-PLAY VALUES**

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

1. Innovative
2. Dynamic
3. Results-oriented
4. Data-driven
5. Extraordinary
6. Confident
7. Energetic

### **STRATEGIC ANCHORS**

To ensure success of our core purpose and core values, LVCS will use the following two strategic anchors to inform every decision the school makes and the basis for how decisions and actions will be evaluated:

1. Academic achievement through relevant curricula, clear expectations, and shared accountability
2. Relationship building through mentorship and consistent communication

## School-wide Learning Outcomes

All students at LVCS strive to achieve the School-wide Learning Objectives (SLOs). Each year, LVCS will assess student progress towards attainment of the SLOs and review and revise the SLOs, as necessary. LVCS students will be:

### 1. Technologically proficient and will:

- a. Develop media literacy to analyze different information outlets and their influences.
- b. Navigate various online platforms and participate in virtual discussion.
- c. Use the Internet to acquire, organize, manipulate, interpret, and communicate information.
- d. Adapt, integrate and utilize various emerging online resources in order to compete in the workplace and connect with their passion.

### 2. Critical thinkers who will:

- a. Produce original products through written and/or oral work, problem solutions, or artistic presentation and/or performances.
- b. Problem solve through questioning, making inferences, predicting, and hypothesizing.
- c. Apply learned skills to new situations or problems.
- d. Take ownership of their learning and modify their performance based on feedback and assessment to attain their goals.
- e. Focus on learning state-adopted standards and demonstrate mastery in core content areas as evaluated through standardized assessments (CAASPP, STAR 360).

### 3. Effective communicators who will:

- a. Listen, speak, read, and write proficiently using standard English according to commonly accepted rubrics.
- b. Articulate thoughts, rationale and logic with confidence in oral presentation.
- c. Present work using a variety of media, including drawing, writing, short speech, or digital media.
- d. Contribute effectively in collaborations during class, office hour discussions, and class discussion forums.

### 4. Responsible and self-directed citizens who will:

- a. Set attainable personal and academic goals through the Individual Learning Plan and the Individualized Graduation Plan.
- b. Demonstrate integrity and respect within the academic and personal setting.
- c. Become active members of the community through community service and volunteering.
- d. Be cognizant of local and global issues.



## **SECTION 4 – EMPLOYMENT**

### **EMPLOYMENT APPLICATIONS**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **EQUAL EMPLOYMENT OPPORTUNITY**

LVCS is an equal opportunity employer. In accordance with applicable law, LVCS prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, 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, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, 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), genetic information, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. Also in accordance with applicable law, LVCS prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era with a physical or mental disability. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. LVCS will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, LVCS prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of LVCS.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, LVCS will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to LVCS. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation

he or she needs to perform the job. LVCS will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## HARASSMENT

It is the policy of LVCS to ensure equal employment opportunity without discrimination or harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to 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. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

LVCS prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to LVCS (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

### What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms "discrimination" and "harassment" includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national

origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages

- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another's work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
  - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

#### What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
  - Use of derogatory remarks, insults and/or epithets.
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

#### What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately to Human Resources and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected

activity may include, but is not necessarily limited to, opposing a practice or conduct the employee reasonably believes to be unlawful, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

### Responsibility

All LVCS employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

### Reporting

LVCS encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, Executive Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, LVCS encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. LVCS recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. LVCS is serious about enforcing its policy against harassment; however, LVCS cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to LVCS’ attention so it can take whatever steps are necessary to correct the problems.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Executive Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

### Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

LVCS encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

LVCS' investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

All employees are required to fully cooperate with LVCS' investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, LVCS will provide regular progress updates, as appropriate, to those directly involved. LVCS will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

LVCS may investigate conduct in the absence of a formal complaint if LVCS has reason to believe that an individual has engaged in conduct that violates LVCS policies or applicable law. Further, LVCS may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which LVCS believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as LVCS believes appropriate under the circumstances. Due to privacy protections, LVCS may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

### Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. LVCS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Executive Director. Finally, these policies should not, and may not, be used as a basis for excluding or

separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of LVCS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

### Training Requirements

LVCS requires all employees to abide by California’s training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

## AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and LVCS will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, LVCS may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the Executive Director of LVCS with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict LVCS’ right to terminate at-will.

## OPEN COMMUNICATION POLICY

We want to hear from you. LVCS strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. LVCS is interested in all our employee’s success and fulfillment. We welcome all constructive suggestions and ideas.



Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. LVCS will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

## LACTATION ACCOMMODATION POLICY

LVCS provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The School will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at LVCS and will be handled in accordance with LVCS' policy on discrimination and harassment.

## PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of LVCS and its interest in our school will be formed in part, by LVCS employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, LVCS and our School's services.

Below are several things employees can do to help leave people with a good impression of LVCS.

These are the building blocks for our continued success:

- Communicate with parents regularly

- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees, families and students at all times.
- Follow up on requests and questions promptly, provide professional and personable replies to inquiries and requests, and perform all duties in an orderly manner.
- Respond to email and voicemail within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best.

## WHISTLEBLOWER POLICY

LVCS is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of LVCS policy, specifically the policies contained in LVCS' Employee Handbook.

An employee who wishes to report a suspected violation of law or LVCS Policy may do so by contacting the Executive Director, Assistant Director or Human Resources.

LVCS expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of LVCS policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Executive Director, Assistant Director or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Executive Director or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of LVCS' administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.



## **SECTION 5 – THE EMPLOYMENT PROCESS**

### **EMPLOYEE STATUS AND CLASSIFICATIONS**

Each LVCS employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a “Certificated employee” or “Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

#### Exempt

This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

#### Non-Exempt

This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and doubletime pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

#### Certificated Employee

Certificated Employees are teachers and administrators. Teachers are B-Basis (11 Months) or C-Basis (10 Months) employees. Administrators are A-Basis (12 Months).

#### Classified Employee

Classified Employees include those employees hired by LVCS that do not primarily instruct students, nor require state certification, such maintenance, assistants and other operational employees. Full-time Classified employees are A-Basis (12 Months), B-Basis (11 Months), D-Basis (11 months) or C-Basis (10 Months) employees.

## WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

LVCS reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

## WORKWEEK AND WORKDAY

Teachers are expected to complete their LVCS employment duties from 8:30 a.m. – 5:00 p.m. Monday- Friday excluding holidays.

## VIRTUAL ACADEMY CLASSROOM EMPLOYMENT CONDITIONS

### Position Responsibilities:

1. Teachers selected for special assignment including High School Virtual Academy and Junior High Virtual Academy be assigned a “Virtual Class” or “Virtual Classes”
2. Teachers are provided, at LVCS’ expense, a computer capable of maintaining a high speed internet connection for conducting virtual class and other duties. Other office equipment and supplies will be provided as needed.
3. Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. Monday - Friday by internet and/or phone.
4. Teachers **assigned to virtual classes will** be required to conduct a virtual classroom session **up to** two (2) hours per day for grades TK – 8 and **up to** three (3) hours per day for grades 9 – 12.
5. Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within two (2) hours by phone or four (4) hours by internet.

6. Teachers will use the tracking and monitoring system integrated into the student's assigned course. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.
7. Teachers will be responsible for all virtual school required record keeping and reporting.

Training:

Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard LVCS protocols and procedures.

Worksites:

Most classes will be held virtually. Teachers may work from home.

**SPECIAL EDUCATION TEACHING EMPLOYMENT CONDITIONS**

Special Education Teachers/ Case Managers

1. Special Education Teachers/ Case Managers teach specialized academic instruction (SAI) sessions as well as credit bearing courses virtually.
2. Teachers are provided, at LVCS' expense, a computer capable of maintaining a high speed internet connection for conducting virtual class and other duties.
3. Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. Monday - Friday by internet and/or phone.
4. Special Education Teachers are required to teach in virtual classrooms/ sessions **up to** four (4) hours per day.
5. Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within two (2) hours by phone or four (4) hours by internet.
6. Teachers will use the tracking and monitoring system in google classroom and/or curricular program as well as SEIS. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.
7. Teachers will be responsible for all special education required record keeping and reporting.

Training:

Teachers are required to attend training sessions hosted virtually. Special Education Teachers are required to attend two in-person Charter wide meetings/trainings per year. Mileage reimbursement will follow standard LVCS protocols and procedures.

State-wide Assessments:

Special Education Teachers are required to proctor 5 days (maximum) of state-wide assessments per year.

### Worksites:

Special Education Teachers work remotely as all classes and sessions are taught virtually.

## ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of tardiness by a non-exempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

## PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other school sponsored trainings that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism or early departures may result in disciplinary action.

When an employee attends a school sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. For virtual attendance, zoom registration/chat or signing in on a Google Doc will serve as attendance. For in-person meetings, either online document or paper documentation will be required for the purpose of record keeping. These records will serve as the official roster of attendance.

LVCS will pay hourly employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of LVCS' normal business hours with no additional pay.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e. Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training.

Failure to comply with this policy may result in disciplinary action.

## TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and employee signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

## OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double-time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

## OFF THE CLOCK WORK

LVCS prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

## MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

**Meal Periods**

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a “Meal Period Waiver” form.

If an employee’s day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a “Second Meal Period Waiver” form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days’ time record and to the employee’s supervisor immediately. The meal period must be accurately recorded on the employee’s time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

**Rest Periods**

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

<b><u>Hours Worked</u></b>	<b><u>Number of Rest Periods</u></b>
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3.5 hours to 6 hours	1, 10-minute rest period
Over 6 hours to 10 hours	2, 10-minute rest periods
Over 10 hours to 14 hours	3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

**Reporting Missed, Late or Short/Interrupted Meal and Rest Periods**

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period – for any reason – must immediately report this issue in writing (via email) to Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. The employee must include a description providing a thorough explanation for the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by LVCS), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to Human Resources.

## PAYDAYS

Employees are paid semi-monthly in accordance with the School’s payroll schedule. The Payroll Coordinator or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the School is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage garnishment order is received by LVCS for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

## PAYROLL WITHHOLDINGS

LVCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee’s paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, LVCS must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions LVCS will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee’s paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to

claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.



## **SECTION 6 - CONDITIONS OF EMPLOYMENT**

### **IMMIGRATION LAW COMPLIANCE**

LVCS employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with LVCS within the past three years or if their previous I-9 is no longer retained or valid.

### **CREDENTIAL REQUIREMENTS**

If you are a credentialed team member, you must provide copies of your credential, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Executive Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails re-certification, training, or testing, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

### **RESIDENCY REQUIREMENTS**

All employees of Lake View Charter School with in-person requirements as part of their job description are required to live and reside in California, in the region where students are served. Employees are not permitted to work for Lake View Charter School while out of the state of California, unless on a pre-approved basis.

### **TUBERCULOSIS TEST**

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file.

## CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

## CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is LVCS' policy that all School employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse 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.”

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required.

It is extremely important that LVCS' employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

Your direct supervisor is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without LVCS' assistance, he or she is required to notify LVCS of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with LVCS.

## PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice

to Human Resources. All requests should be put in writing preferably on the form maintained by LVCS. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

## CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (ex. name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

## **SECTION 7 – PERFORMANCE**

### **PERFORMANCE EVALUATIONS**

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee’s position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment. Salary increases and promotions are solely within the discretion of LVCS and depend upon many factors in addition to performance.

#### Teachers:

At the start of each academic year, each Teacher will meet with their Supervisor to establish Performance Objectives or SMART Goals for that school year. The Teacher will put these objectives in writing in accordance with a template to be provided by their Supervisor

The Supervisor will generally evaluate the Teacher’s performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the Teacher’s job description, accomplishment of the Performance Objectives, the LVCS’ charter, and standards for teaching performance developed by the Executive Director, the LVCS Board of Directors, and/or other LVCS staff.

In addition to these more formal performance evaluations, LVCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

LVCS’ provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit LVCS’ right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and LVCS. Accordingly, either the employee or LVCS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

#### Classified Staff:

Formal evaluations are generally held once each year. You will be provided a copy of the evaluation tool and as part of the process you will do a self-evaluation. Your supervisor may schedule your evaluation time in advance so that you are prepared for the process.

In addition to these more formal performance evaluations, LVCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

## SECTION 8 – LEAVES

### FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT<sup>1</sup>

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles ([for FMLA](#)).

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School’s request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. The birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. The care of the employee’s spouse, child, parent, or registered domestic partner with a “serious health condition” [for FMLA/CFRA](#);
3. [The care of the employee’s siblings, grandparents, grandchildren with a “serious health condition” for CFRA only](#);
4. The “serious health condition” of the employee;
5. The care of the employee’s spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
6. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave

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<sup>1</sup> Employees may qualify for ~~FMLA/CFRA~~ Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Human Resources to determine whether you are eligible for FMLA/CFRA leave.

under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any available PTO during unpaid family and medical leave. You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

## **NEW PARENT LEAVE ACT<sup>2</sup>**

Pursuant to the California New Parent Leave Act (“NPLA”), eligible employees may request a new parent leave of absence pursuant to this policy. Eligible employees are those who have been employed by the School for at least 12 months, have worked at least 1,250 hours during the 12 months immediately prior to the new parent leave of absence, and are employed at a worksite where there between 20 and 49 employees of the School within 75 miles.

If an employee is employed at a worksite where there are 50 or more employees of the School within 75 miles, and is otherwise eligible for leave pursuant to the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), the employee will be eligible for leave pursuant to FMLA and CFRA in lieu of being eligible for leave pursuant to NPLA. In other words, an employee cannot be eligible for leave under both NPLA and FMLA/CFRA. While the School is subject to compliance with FMLA and CFRA, it is the School’s belief that none of its employees are currently eligible for FMLA/CFRA pursuant to the qualifying conditions set forth in applicable statutes/regulations. If an employee has questions about eligibility under NPLA, FMLA, or CFRA, please contact Human Resources.

An employee may request leave under this policy for the following baby-bonding reasons: the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child. This leave may be taken for up to 12 workweeks during the designated 12-month period, which will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much leave time has been taken and therefore determine the amount of leave that is available. This leave may be taken in addition to the Pregnancy Disability Leave set forth below, subject to those terms and conditions.

Notwithstanding the previous paragraph, if both of the child’s parents work for the School, the parent-employees dually share the 12-week leave entitlement under NPLA. In other words, each parent-employee is not separately entitled to 12 weeks of leave. Each parent does not get 12 weeks of leave. The School may grant simultaneous leave to both parents.

Ordinarily, you must request a planned new parent leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School’s request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

When an approved new parent leave ends, the employee will be reinstated to the same position or a comparable position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and

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<sup>2</sup> Employees may qualify for NPLA Leave only if the School has between 20 and 49 employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Human Resources to determine whether you are eligible for NPLA leave.



conditions of employment than if the employee had been continuously employed in this position during the new parent leave. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

New parent leave is unpaid. However, you may utilize any available PTO and PSL during your leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO/PSL. The use of such benefits does not extend the length of the leave.

Benefit accrual, such as PTO and holiday pay, if any, will be suspended during new parent leave and will resume upon return to active employment. Group health benefits will be maintained during the approved new parent leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

For more information on new parent leave, please contact Human Resources.

## **PREGNANCY DISABILITY LEAVE**

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as



California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

## ADDITIONAL LEAVES

Some of the following leaves are designated with asterisks, which means that application and employee eligibility requirements of the leave (either in part or in whole) depends on whether the School employs the minimum number of employees indicated below. Policies without an asterisk apply regardless of the number of School employees.

\*The School has 15 or more employees

\*\*The School has 16 or more employees

\*\*\*The School has 25 or more employees

Should you have any questions as to eligibility requirements of any leave policy, please contact Human Resources.

## MILITARY SPOUSE LEAVE\*\*\*

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use available PSL or PTO for this leave.

## WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e. FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

## BEREAVEMENT LEAVE

LVCS provides regular full-time employees up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

## JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any available PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

## TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever

allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off.

### SCHOOL ACTIVITIES LEAVE\*\*\*

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

### SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

## CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if they are:

- A victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child or a registered domestic partner) is a victim of such a crime.

An employee must give reasonable advanced notice to the School by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use available PSL or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

## DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE\*\*\*

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available PTO (if applicable) or PSL. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling, or safety planning related to domestic violence, sexual assault, or stalking.

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality to the extent possible regarding any requests for accommodations under this policy.

The School will also, to the extent allowed by law, maintain the confidentiality to the extent possible of an employee requesting leave under this provision. The School will not discharge, discriminate, or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault, and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

LVCS is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked LVCS for help or changes in the workplace to ensure safety at work.

Employers are prohibited from discharging, discriminating, or retaliating against an employee who is a victim of domestic violence, the victim of sexual assault or stalking for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

## MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 et seq., ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

## ADULT LITERACY LEAVE\*\*\*

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for

participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

### ORGAN DONOR / BONE MARROW DONOR LEAVE\*

If you donate an organ to another person you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. The employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

### DRUG & ALCOHOL REHABILITATION LEAVE\*\*\*

LVCS will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts LVCS' right to discipline an employee, up to and including termination of employment, for violation of LVCS' Substance and Alcohol Policy.

### VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel. This is an unpaid leave, but the employee may use any earned sick, and/or PTO.

### CIVIL AIR PATROL LEAVE\*\*

LVCS provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per

calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with LVCS for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees may use available paid time off for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of PTO under this policy.

## **SECTION 9 – BENEFITS**

### **SCHOOL HOLIDAYS**

The School observes 12 paid holidays during the year:

- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their supervisor. The employee may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor’s request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor’s note verifying need for absence
- Prior to or following Jury Duty or Bereavement Leave



- Due to a previously scheduled and approved time off

## PAID TIME OFF (PTO) - A BASIS ONLY

Full-time A-Basis (12 Months) school based employees are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, part time employees are not eligible to receive or accumulate PTO.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

All full-time A-Basis (12 Months) employees may be eligible to receive up to ten (10) days (i.e., 80 hours) of PTO each school year (July 1- June 30). Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their regular rate of pay.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

## SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

### Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

### Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### Allotment

PSL days are allotted as set forth below to eligible employees:

- Full-time A-Basis, B-Basis, C-Basis, and D-Basis school based employees:

On July 1 of each year, eligible employees will be allotted ten days (80 hours) of PSL per school year (July 1 – June 30), which unused PSL days will carryover year to year subject to a cap of 18 days (144 hours). Employees hired after July 1 but before December 31 will receive ten days (80 hours) of PSL on his or her first day of employment. Employees hired after December 31 will receive five days (40 hours) of PSL on his or her first day of employment.

- All other eligible employees:

All other eligible employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on his or her first day of employment, even if hired mid-year. PSL days are “use it or lose it” and, as such, do not carry over from year to year.

### Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment.

PSL may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

### Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

### No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

## PAID SICK LEAVE DONATION POLICY

### Personal Hardship

Employees who have exhausted all paid sick leave (PSL) may request donations from co-workers through this policy. The PSL donation policy applies to employees suffering from a catastrophic illness or other medical emergency, which for the purposes of this policy, constitutes an employee's or a family member's medical condition that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all PSL available.

### Eligibility

Employees who are experiencing hardship due to a catastrophic illness or medical emergency are eligible to request and receive donations of PSL from other employees who have agreed to surrender leave to the School sponsored leave bank.

### Requests for Donations

A written request for PSL donations that describes the specific medical emergency or medical condition must be submitted to Human Resources. Human Resources will verify the employee's eligibility, and make a written determination which will be given to the employee as soon as practical.

### Donations of Paid Leave

Employees who have more than 24 hours of PSL and who wish to donate PSL to the School sponsored leave bank on behalf of an eligible employee shall complete a PSL Donation Form indicating the number of PSL hours to be donated and the employee, if any, who the employee requests receive the benefit of the donation. All such donations are voluntary and irrevocable.

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.

3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

#### Valuation of Donated PSL

The value of the donated paid leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of hours to be added to the eligible employee's PSL balance. Human Resources shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours, which will be treated as taxable "wages" to such eligible employee for the payroll period utilized. No employee shall receive payment for more than 40 hours of paid leave, whether allotted or donated, during any week unless required by state or federal law.

#### INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by LVCS. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by LVCS. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact Human Resources.

Full-time employees will also be covered under an insurance policy that includes Life, Short-term Disability and Long-Term Disability at no cost to the full-time employee. Additional voluntary insurance plans will be offered through the School that will be the employee's responsibility to purchase and pay for.

#### COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under LVCS' health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at LVCS group rates plus an administration fee. LVCS or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under LVCS' health insurance plan. The notice contains important information about the employee's rights and obligations.

## SOCIAL SECURITY/MEDICARE

If you are a full time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

LVCS withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

## STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

## PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under LVCS policy and applicable law.

LVCS will require you to take up to two weeks of unused PTO prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

## WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

## **SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY**

### **COMMUNICATIONS POLICY**

Every employee is responsible for using LVCS' computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The Communication Systems are the property of LVCS and have been provided for use in conducting LVCS business. All communications and information transmitted by, received from, created, or stored in its LVCS' Communication Systems are records and property of LVCS. The Communication Systems are to be used for School purposes only. Employees may, however, use LVCS technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with LVCS business, and does not violate any LVCS policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

#### No Expectation of Privacy

LVCS has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email and instant messages sent and received by users and/or voicemails. Further, LVCS may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of LVCS' Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from LVCS' Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish LVCS' right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed LVCS upon request for any reason that LVCS, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email



messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though LVCS has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Executive Director.

#### Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on LVCS letterhead.

#### Offensive and Inappropriate Material

LVCS' policy against discrimination and harassment, sexual or otherwise, applies fully to LVCS' Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in LVCS' computers. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director and Human Resources.

LVCS may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by LVCS networks. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to LVCS' blocking software.

#### Solicitations

LVCS' Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director is required before anyone can post any information on commercial on-line systems or the Internet.



### Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of his/her Executive Director.

### Games and Entertainment Software

Employees may not use a LVCS Internet connection to download games or other entertainment software, or to play games over the Internet.

### Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to LVCS' "Confidential Information" policy, contained herein, for a general description of what LVCS deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

### Copyrights and Trademarks

LVCS' Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from his/her Executive Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any LVCS approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of LVCS, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of LVCS."

### Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to LVCS' network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to LVCS' network.

Files obtained from sources outside LVCS including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage LVCS' computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-LVCS sources, without first scanning the material with LVCS approved virus checking software. If you suspect that a virus has been introduced into LVCS network, notify technology personnel immediately.

### Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

### Amendment and Modification of this Policy

LVCS reserves the right to modify this policy at any time, with or without notice. LVCS may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

## SOCIAL MEDIA POLICY

LVCS has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any School-related business or policy, employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. LVCS encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

### Personal or Professional Blogs

If you are developing a website or writing a blog that will mention LVCS, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of LVCS. Unless given permission by your Executive Director, you are not authorized to speak on behalf of LVCS or to represent that you do so. If you are developing a site or writing a blog that will mention LVCS, as a courtesy to the organization, please let your Executive Director know in advance of publication. Your Executive Director may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to LVCS. This includes, but is not limited to, information about curriculum, School dynamics, School programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what LVCS considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with your Executive Director and Human Resources.

When writing a blog or participating in any other social networking site, employees should speak respectfully about LVCS and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization's reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by LVCS and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking may be legally liable for anything he/she writes or presents online. Employees can be disciplined, if appropriate, by LVCS for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director.

Failure to comply with LVCS' social media policy will result in disciplinary action, up to, and including, immediate termination.

### **EQUIPMENT POLICY**

LVCS attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops,

and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

### Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
  - Immediately report the incident to his/her immediate supervisor and IT.
  - Obtain an official police report documenting the theft or loss; and
  - Provide a copy of the police report to his/her immediate supervisor, or Executive Director and IT.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

## CELL PHONE POLICY

Personal cell phone use is not permitted while you are working, if you are required to report to a specific location. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for LVCS while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

### Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

## NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, LVCS has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by LVCS.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by LVCS employees is prohibited at all times in all working areas on School premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by LVCS.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. LVCS must approve any postings prior to posting.

LVCS reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

### Definitions

School "premises": property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

### Employee Responsibility

If you have a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. If you have questions, talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

## ANTI -NEPOTISM POLICY

### Policy Statement

It is the policy of LVCS to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a LVCS decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all LVCS board members, employees, individual consultants hired or retained by LVCS, and School Services Providers hired or retained by LVCS.



Relationships between LVCS board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- (a) Family Members of LVCS board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- (b) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the LVCS board of directors.
- (c) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member, in the discretion of the LVCS board of directors.

### Definitions

**“Family Members”** include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law and father-in-law.

**“Nepotism”** describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

**“School Services Provider”** shall mean any provider of school services to LVCS, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to LVCS.

### Procedures

When a Family Member of a current LVCS board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member’s application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that LVCS’ best interests would be served otherwise.

When a Family Member of a current LVCS board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within LVCS, the

Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of LVCS, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, LVCS will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and LVCS. If a mutual agreement is unattainable, the Board will determine, in LVCS' best interest, which employee is to be transferred or separated.

### Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that LVCS' best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director.

## VIOLENCE IN THE WORKPLACE

LVCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect LVCS or which occur on LVCS property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on LVCS premises, regardless of the relationship between LVCS and the parties involved
- All threats or acts of violence occurring off LVCS premises involving someone who is acting in the capacity of a representative of LVCS

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:



- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy LVCS property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

LVCS' prohibition against threats and acts of violence applies to all persons involved in LVCS' operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on LVCS property. Violations of this policy by any individual on LVCS property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors to their Executive Director and Human Resources.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

## **SECTION 11 – STANDARDS OF CONDUCT**

### **PERSONAL STANDARDS**

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your Executive Director or immediate supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive, or reduce productivity.

Consult your supervisor if you have any questions regarding appropriate attire.

### **TEACHER-STUDENT INTERACTIONS**

#### Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

#### Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

#### Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres

- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities

#### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries

- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

### Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor, Human resources or the Executive Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

### Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

### Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

## CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a

dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor, Human Resources, or the Executive Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. Human resources will open and investigation into the instance and document any findings. After the investigation has concluded the report and the findings will be filed with Human Resources. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director. A Report will be created and documentation will be filed with Human Resources.

## PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods

- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas (“Working time” does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Failure to provide a physician’s certificate when requested or required to do so
- Violating the School’s Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

## CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Violations of this policy may result in disciplinary action, up to and including termination.

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

LVCS expects employees to devote their best efforts to the interests of our school. LVCS recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at LVCS or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with LVCS whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Executive Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to LVCS' Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

### Outside Employment

If you are a full time employee we expect that you devote your full professional effort to your position at LVCS. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with LVCS' interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at LVCS.
- Involve organizations that are doing or seek to do business with LVCS including actual or potential vendors.
- Violate provisions of law or LVCS policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to LVCS must be given priority. Full time employees are hired and continue employment with the understanding that LVCS is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

### **POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL**

#### Policy Statement

It is the policy of LVCS that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of LVCS. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer of employee of LVCS if any of the following apply:

1. It involves the use of LVCS time, facilities, equipment, supplies, or the officer's or employee's position or influence with LVCS, for private gain or advantage.
2. It involves receipt or acceptance by the officer of employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with LVCS.
3. It involves the performance of an act as part of the outside activity that involves services performed for LVCS.



4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

Officers and employees may not use LVCS' name, logo, supplies, equipment or other property in connection with any outside activities.

#### Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of LVCS, the officer or employee shall obtain a written determination of the Executive Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

### EXPENSE REIMBURSEMENT POLICY

LVCS will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of LVCS business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's relevant fiscal and accounting policies and procedures. In general, the immediate supervisor must have previously approved all expenses, prior to the employee spending money. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the appropriate supervisor for review and approval, prior to submission for final approval and payment.

### POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

#### Policy Statement

It is the policy of LVCS that LVCS shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. LVCS does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with LVCS in order to obtain funds or thing of value from LVCS. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with LVCS for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in LVCS, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student's education at LVCS, resulting in the individual's receipt of funds or thing of value from LVCS.

#### Procedures

The prior approval of the Executive Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

1. Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
2. Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Executive Director or his or her designee.

## **SECTION 12 – SAFETY**

### **SUBSTANCE AND ALCOHOL POLICY**

It is the intent of LVCS to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance

may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

## SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

## PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on LVCS property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

## PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

## PERSONAL PROPERTY

LVCS cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on LVCS' premises, including the parking area, or away from school property while on school business. LVCS employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director.

## SAFETY POLICY

LVCS is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Executive Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor or Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

LVCS has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

## ERGONOMICS

LVCS has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Executive Director.

## CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your Executive Director.

## **SECTION 13 – TERMINATION**

### **VOLUNTARY TERMINATION**

LVCS will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from LVCS; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to LVCS for three consecutive work days. LVCS requests that employees provide at least two weeks written notice of a voluntary termination. All LVCS property must be returned immediately upon terminating employment. LVCS retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

### **INVOLUNTARY TERMINATION**

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of LVCS' Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, LVCS reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### **EXIT INTERVIEWS**

All employees who leave employment at LVCS may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at LVCS. Information shared during an exit interview will be treated as confidential to the extent possible.

### **VERIFICATION AND REFERENCE POLICY**

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, LVCS will disclose only the dates of employment and the title of the last position held. LVCS will verify or disclose additional information about the employee only if the employee provides written authorization for LVCS to provide the information. However, LVCS will provide information about current or former employees as required by law or court order. LVCS will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

## COVID-19 RELATED EMPLOYMENT LEAVE POLICIES

### EMERGENCY PAID SICK LEAVE (“COVID-PSL”)

#### 1. **Purpose**

Lake View Charter School (“School”) enacted this policy in accordance with the Families First Coronavirus Response Act (“FFCRA”) to provide emergency paid sick leave (“COVID-PSL”) to eligible employees.

#### 2. **Eligible Employees**

All employees (including part-time and temporary employees) who work for the School are eligible to use COVID-PSL beginning on the first day of employment as set forth in this policy.

#### 3. **Definitions**

For purposes of this policy, the following definitions are incorporated:

“Caring for an individual” relates to the care for an employee’s immediate family member, a person who regularly resides in the employee’s home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined.

“Health care provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other health care provider as authorized by statute.

“Seeking a medical diagnosis” for COVID-19 is limited to time the employee is unable to work or telework because the employee is experiencing symptoms such as a fever, dry cough, shortness of breath or any other symptoms identified by the U.S. Centers for Disease Control and Prevention and the employee is taking affirmative steps to obtain a medical diagnosis, such as making, waiting for, or attending an appointment for a test for COVID-19.

The definitions of “child care provider,” “school,” and “son or daughter” are the same as those set forth in the School’s E-FMLA policy below.

#### 4. **Permitted Use**

Eligible employees may use COVID-PSL to take paid time off if an employee is unable to work (or telework) due to any of the six qualifying reasons set forth below:

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.



2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. This includes situations in which the employee has been advised to self-quarantine because the employee has COVID-19, it is believed the employee may have COVID-19 due to known exposure or symptoms or the employee is deemed particularly vulnerable to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in subparagraph (2).
5. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions. This may be taken if no other suitable person is available to care for the child during the period of the leave.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

#### 5. **Hours of Paid Leave Received**

Full-time employees are entitled to 80 hours of COVID-PSL.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, the School will determine the number of hours, which generally includes a backward looking calculation of hours worked in the previous six months.

#### 6. **Caps on Amount of Paid Leave Received**

For qualifying reasons 1-3, the employee will receive their regular rate of pay up to \$511 daily and an aggregate total of \$5,110. For qualifying reasons 4-6, the employee will receive their regular rate of pay up to \$200 daily and an aggregate total of \$2,000.

#### 7. **Limits on Use**

COVID-PSL is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. If an otherwise eligible employee received COVID-PSL from a prior employer, the employee may not be entitled to COVID-PSL under this policy.

#### 8. **Intermittent Leave**

If the School and the employee agree, an employee may take the leave intermittently for any qualifying reason.

#### 9. **Use Of Paid Benefits**

Employees may elect to use other accrued unused School paid leave benefits pursuant to those applicable policies before using COVID-PSL, although employees are not required to do so. If the School and the employee agree, employee's accrued unused paid benefits through applicable School policies may supplement the amount the employee receives under COVID-PSL up to the full amount of the employee's regular compensation for time taken off under this policy.

#### 10. **Maintenance of Health Benefits**

The School will provide continued coverage under the School's group health plan if employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior to COVID-PSL. Unless otherwise noted, the employee's portion of contributions will be deducted from the employee's pay.

#### 11. **Notification**

The employee must completely fill out and submit a Request for Leave Form and provide reasonable advance notification of the need to use COVID-PSL, if foreseeable. Additional documentation supporting the need for leave may be requested. If the need to use COVID-PSL is not foreseeable, the employee must submit the Request for Leave Form as soon as practicable. However, *paid* leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact Human Resources.

#### 12. **Termination**

Employees will not receive pay in lieu of unused COVID-PSL. Unused COVID-PSL will not be paid out upon termination.

#### 13. **No Discrimination or Retaliation**

The School prohibits discrimination or retaliation against employees for using their COVID-PSL.

This COVID-PSL policy may be modified, altered, or otherwise amended or deleted in the School's sole and absolute discretion.

## EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT ("E-FMLA")

#### 14. **Purpose**

Lake View Charter School ("School") enacted this policy in accordance with the Families First Coronavirus Response Act ("FFCRA") to provide paid time off to eligible employees for qualifying child care reasons.

#### 15. **Eligible Employees**

All employees (including part-time and temporary employees) who work for the School for a minimum of 30 days are eligible to use E-FMLA as set forth in this policy.

#### 16. **Definitions**

For purposes of this policy, the following definitions are incorporated:

“Child care provider” means a provider who receives compensation for providing child care services on a regular basis, including an ‘eligible child care provider’ (as defined in section 658P of the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n).

“Public health emergency” means an emergency with respect to COVID-19 declared by a Federal, State or local authority.

“School” means an ‘elementary school’ or ‘secondary school’ as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

“Son or Daughter” is the employee’s own child, which includes a biological, adopted, foster child, stepchild, a legal ward, or a child for whom you are standing in loco parentis who is under the age of 18 years of age; or 18 years or older who is incapable of self-care because of a mental or physical disability.

#### 17. **Permitted Use**

Eligible employees may use E-FMLA if they are unable to work (or telework) due to a need for leave to care for their son or daughter if their child’s school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency. This may be taken if no other suitable person is available to care for the child during the period of the leave.

#### 18. **Paid Leave Received**

Employees are entitled to up to twelve weeks of time off under E-FMLA. The first two weeks are unpaid, but may be paid if the employee elects to use COVID-PSL or other applicable School paid benefits during this time. The remaining ten weeks are paid at two-thirds of the employee’s regular rate of pay, up to a daily maximum of \$200 and an aggregate total of \$10,000. The amount paid is also based on the number of hours the employee would otherwise normally be scheduled to work.

Part-time employees are entitled to the number of hours they work on average over a two-week period. For those with varying schedules, the School will determine the number of hours, which generally includes a backward looking calculation of hours worked in the previous six months.

#### 19. **Limits on Use**

E-FMLA is only available for use while qualifying reasons exist or through December 31, 2020, whichever is earlier. Please also note that any time off for FMLA reasons during the relevant period will count against remaining availability of E-FMLA. For instance, if an employee took

three weeks of FMLA during the relevant time period, the employee will have nine weeks available under E-FMLA for use. In this example, the first two weeks of the available nine weeks would be unpaid and the remaining seven weeks would be paid in accordance with the above calculations.

## 20. **Intermittent Leave**

If the School and the Employee agree, an employee who needs time off for E-FMLA, may take time off intermittently.

## 21. **Use Of Paid Benefits**

After the first two workweeks (10 work days), employees may elect to use, or the School may require the use of, other applicable accrued unused School's paid leave benefits concurrently with E-FMLA. If the School and the employee agree, employee's accrued unused paid leave benefits through the School may supplement the employee's two-thirds pay pursuant to E-FMLA up to the full amount of the employee's regular compensation for time taken off under this policy.

## 22. **Maintenance of Health Benefits**

The School will provide continued coverage under the School's group health plan if the employee participates in the group health plan at the time leave is taken. The employee is responsible for paying the same portion of the premium costs the employee paid prior E-FMLA. Unless otherwise noted, the employee's contribution portion will be deducted from the employee's pay. The School will provide instructions to employees as their payment for benefit contributions during any unpaid time off under E-FMLA.

## 23. **Notification**

The employee must completely fill out and submit a Request for Leave Form and provide reasonable advance notification of the need to use E-FMLA, if foreseeable. Documentation from the employee's school or child care provider regarding the closure or unavailability must be submitted with the Request for Leave Form.

If the need to use E-FMLA is not foreseeable, the employee must submit the Request for Leave Form as soon as practicable. However, *paid* leave may not be provided until the requested certification is submitted and approved. If you need assistance in completing or submitting your form, please contact Human Resources.

## 24. **Termination**

Employees will not receive pay in lieu of unused E-FMLA. Unused E-FMLA will not be paid out upon termination.

## 25. **Restoration to Position**

Generally, an employee who takes E-FMLA leave shall be entitled, upon return from such leave, to be restored either (A) to the position of employment held by the employee when the leave commenced; or (B) to an equivalent position with equivalent employment benefits, pay and other

terms and conditions of employment. In accordance with applicable law, restoration to a position may not be possible if certain conditions exist which include, but are not limited to, economic conditions or other changes in operating conditions of the School that affect employment and are caused by a public health emergency.

26. **No Discrimination or Retaliation**

The School prohibits discrimination or retaliation against employees for requesting or using E-FMLA.

27. **Other**

Please note that under certain circumstances, the School may be exempt from the requirements of E-FMLA. In addition, employees may be eligible for time off under the School's FMLA policy if the employee has a serious health condition related to COVID-19, or to care for the employee's spouse, son, daughter or parent with a serious health condition related to COVID-19.

Other terms and conditions of FMLA may apply to this leave. Please see Human Resources for additional information.

This E-FMLA policy may be modified, altered, or otherwise amended or deleted in the School's sole and absolute discretion.

## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT**

By my signature below, I acknowledge that I have received a copy of Lake View Charter School's ("LVCS") Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding LVCS' expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of LVCS' policies.

In particular, I have read and understand LVCS' Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with LVCS at any time, LVCS, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and LVCS for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of LVCS, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between LVCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with LVCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

LVCS reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than LVCS Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_