



Lake View Charter School

Regular Scheduled Board Meeting

Date and Time

Wednesday February 24, 2021 at 5:00 PM PST

Location

285 E 5th Street
Chico CA 95926

Zoom Link: <https://zoom.us/j/99749575717>

Meeting ID: 997 4957 5717
Join by Phone: (669) 900-6833

Agenda

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

- E.** Executive Director's Report
- F.** Approve Minutes
Approve minutes for Special Board Meeting on January 27, 2021
- G.** Approve Minutes
Approve minutes for Regular Scheduled Board Meeting on January 27, 2021

II. Finance

- A.** January Financials & 2nd Interim Report
- B.** Budget Considerations for 2021-2022 School Year
- C.** 2021-2022 Updated Contracts
- D.** 2021-2022 Compensation Policy

III. Academic Excellence

- A.** Title IX Sexual Harassment Policy & Grievance Procedures
- B.** Transgender & Gender Nonconforming Students Policy
- C.** Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

IV. Operations

- A.** Notice of Non-Discrimination
- B.** Comprehensive Safety Plan 2021-2022
- C.** 2021-2022 Enrollment Dates
- D.** Auditor Selection
- E.** Board Resolution - Withdraw Relationship From ThinkSuite
- F.** Board Resolution - Withdraw Membership From CharterSAFE Joint Powers Authority
- G.** CSO Board Member Nomination

V. Closing Items

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

B. Announcement of Next Regular Scheduled Board Meeting

March 24, 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

Section: I. Opening Items
Item: E. Executive Director's Report
Purpose: FYI
Submitted by:
Related Material: ED Report Lake View - February 2021.pdf



Executive Director's Report

February 2021

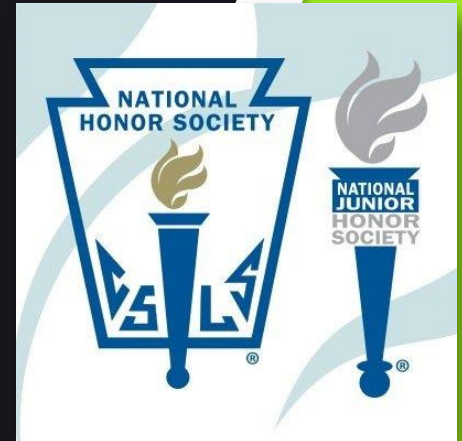
NATIONAL HONOR SOCIETY NATIONAL JR. HONOR SOCIETY

On February 17, chapters representing Feather River, Clarksville, Winship, and Lake View Charter Schools held their induction ceremonies.

NJHS- 18 new members
5 returning members

NHS- 7 new members
5 returning members

We are very proud of these students and leaders. Thank you to Elizabeth Platt for making this possible.



CHARTER SERVICES ORGANIZATION (CSO)

The boards of all four schools voted to become members of Sequoia Grove Charter Alliance, so plans are in motion to move forward!

This week, each board will bring forth their nominee to the CSO board.



SEQUOIA
GROVE
CHARTER
ALLIANCE

HIRING FOR 2021-22 SCHOOL YEAR

- Director Interviews
- Assistant Directors & Program Administrators
- Staff Intent to Return
- Hiring Website to streamline postings

STAFFING & ENROLLMENT TIMELINE FOR 21-22 SCHOOL YEAR

February

Intent to return & posting and interviewing for all positions



March

Staffing finalized
Open Enrollment



April

Enrollment paperwork processed/April ordering cutoff



May

Master Agreements signed for 21-22 school year
Last day of school 5/25



June

End of 20-21 School Year



July

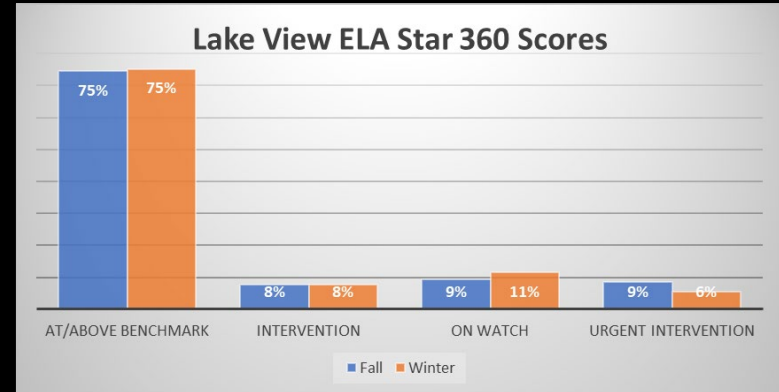
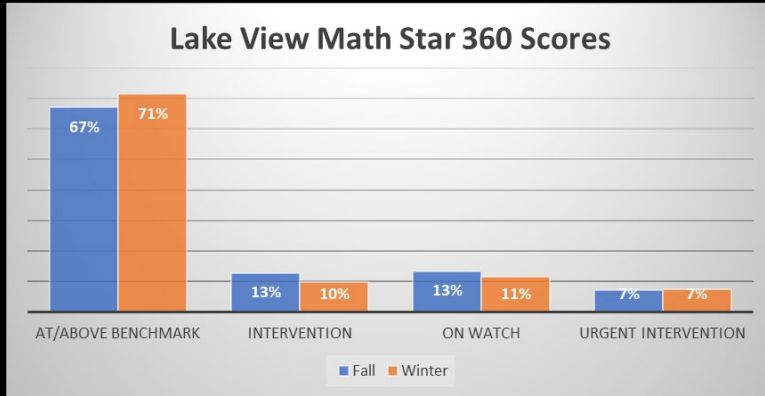
Official Start Date of Sequoia Grove and start of 21-22 School Year

TESTING UPDATE

- No waivers are being issued at this time
- Remote ELPAC Testing in process
- Preparations for remote administration of CAASPP test are being finalized
 - Preparing for the distribution of tech for families in need
 - Extensive teacher training
- Parent presentation around the “Why” of testing along with training on the “How” of remote administration
- Presentation to Families on “Test-Taking Strategies”

TESTING UPDATE - LAKE VIEW

Fall and Winter Star Assessment Comparison



- Academic growth in Math and a steady hold in ELA from Fall to Winter
- Approximately 17% of students are in need of academic intervention in Math
- Approximately 14% of students are in need of academic intervention in ELA

ENROLLMENT REPORT



Enrollment Update from Principal Lake View Charter School

Current Enrollment County by County/Gradelevel as of 02/18/21

Grade	Butte	Colusa	Glenn	Lake	Mendocino	Tehama	Totals
TK	6	0	0	0	0	3	9
KN	32	0	0	3	13	7	55
1	25	0	4	2	9	12	52
2	34	0	2	1	11	3	51
3	38	0	2	0	15	7	62
4	38	0	2	1	7	4	52
5	35	1	1	0	6	3	46
6	23	0	1	1	4	2	31
7	24	1	1	0	11	3	40
8	17	0	0	2	4	2	25
9	12	0	0	0	2	2	16
10	7	2	0	1	1	1	12
11	8	0	0	0	1	1	10
12	6	0	0	0	1	0	7
Curent Total	305	4	13	11	85	50	468
Annual Growth	-25	4	-2	-7	11	6	-13

Growth calculated from SY19-20 ending enrollment totals.

THANK YOU TO OUR BOARD MEMBERS!

We appreciate your
time and dedication to
our schools!

Any questions?

Coversheet

Approve Minutes

Section: I. Opening Items
Item: F. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on January 27, 2021



Lake View Charter School

Minutes

Special Board Meeting

Date and Time

Wednesday January 27, 2021 at 6:30 PM

Zoom Link: <https://zoom.us/j/3158960707>

Meeting ID: 315 896 0707

Join by Phone: (669) 900-6833

Directors Present

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

Directors Absent

None

Guests Present

Darcy Belleza (remote), Jenell Sherman (remote), Katie Royer (remote), Kimmi Buzzard (remote), Kristie Nicosia (remote)

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 Jan 27, 2021 at 6:30 PM.

C. Approval of the Agenda

Sara Rose Bonetti made a motion to approve the agenda.

Glad Donahue seconded the motion.

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

Roll Call

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

D. Public Comments

No public comments

II. Academic Excellence

A. Policy & Procedure for Opting Out of State Testing

- Kristie Nicosia presented the process of how the school will field opt-outs of families that have elected not to participate in state testing.
- This does not prevent a family from opting out of state testing at all.
- This will provide an opportunity for testing information/education to families so they can make an informed decision about testing participation.
- This is important because testing participation is a Dashboard item and impacts the school's accreditation, renewal, and other items.

Billie Adkins made a motion to approve the Policy & Procedure for Opting Out of State Testing.

Lindsay Mower seconded the motion.

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

Roll Call

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

III. Closing Items

A. Board of Director's Comments & Requests

No comments or requests from the Board of Directors

B. Announcement of Next Regularly Scheduled Board Meeting

February 24, 2021 at 5:00 pm is the next regularly scheduled board meeting.
There may be a Special board meeting called prior to this date.

C. Adjourn Meeting

Lindsay Mower made a motion to adjourn the meeting at 6:41 pm.
Billie Adkins seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:41 PM.

Respectfully Submitted,
Lindsay Mower

Prepared by:
Kimmi Buzzard

Noted by:

Board Secretary

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Coversheet

Approve Minutes

Section: I. Opening Items
Item: G. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Scheduled Board Meeting on January 27, 2021



Lake View Charter School

Minutes

Regular Scheduled Board Meeting

Date and Time

Wednesday January 27, 2021 at 5:00 PM

Location

285 E 5th Street
Chico CA 95926

Zoom Link: <https://zoom.us/j/3158960707>

Meeting ID: 15 896 0707

Join by Phone: (669) 900-6833

Directors Present

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

Directors Absent

None

Guests Present

Darcy Belleza (remote), Darlington Ahaiwe (remote), Dr. Amanda Johnson (remote), Jenell Sherman (remote), Julie Haycock-Cavender (remote), Kathy Fagundo (remote), Katie Royer (remote), Kimmi Buzzard (remote), Kulpreet Pummay (remote)

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 Jan 27, 2021 at 5:11 PM.

C. Approval of the Agenda

Billie Adkins made a motion to approve the agenda.

Glad Donahue seconded the motion.

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

Roll Call

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

D. Public Comments

No public comments

E. Executive Director's Report

Julie Haycock presented her Executive Director's Report that included:

- Announcement of All Staff Professional Development is taking place 1/28/21
- Enrollment Report - There are students in the process of enrolling and there is still a waiting list
- STAR 360 Window is open for the second administration of the benchmark assessment
- Parent Education Workshop & MDIP presentations are being held for families
- Cal/OSHA COVID-19 Re-Opening Plan is being posted to the school website in preparation for any future in-person events

Carrie Carlson presented on the Junior High Virtual Academy:

- The program was launched in the fall of 2020 with Tuesday/Thursday classes focused on the core content areas of Math ELA and Science
- Also include Growth Mindset
- 175 students participate currently with a 90% pass rate
- Future plans include a science fair, partnerships, and student showcase as well as expanded program days (Mondays & Wednesdays) and events

F. Approve Minutes

Lindsay Mower made a motion to approve the minutes from Regular Scheduled Board Meeting on 12-09-20.

Sara Rose Bonetti seconded the motion.

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

Roll Call

Sara Rose Bonetti Aye

Glad Donahue Aye

Lindsay Mower Aye

Billie Adkins Aye

Jessica Coombs Aye

G. Approve Minutes

Glad Donahue made a motion to approve the minutes from Special Board Meeting on 01-19-21.

Billie Adkins seconded the motion.

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

Roll Call

Jessica Coombs Aye

Lindsay Mower Aye

Billie Adkins Aye

Sara Rose Bonetti Aye

Glad Donahue Aye

II. Finance

A. December Financials

Darlington Ahaiwe presented the school's December Financials.

Sara Rose Bonetti made a motion to approve the December Financials.

Glad Donahue seconded the motion.

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

Roll Call

Glad Donahue Aye

Sara Rose Bonetti Aye

Lindsay Mower Aye

Billie Adkins Aye

Jessica Coombs Aye

III. Academic Excellence

A. Policy on Differential Graduation and Competency Standards and Certificates of Educational Achievement for Students with Disabilities

Dr. Amanda Johnson presented the policy for students with disabilities and graduation/competency standards related to the certificate of educational achievement. The policy is driven by the IEP process.

Lindsay Mower made a motion to approve the Policy on Differential Graduation and Competency Standards and Certificates of Educational Achievement for Students with Disabilities.

Billie Adkins seconded the motion.

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

Roll Call

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

B. 2021-2022 School Calendar

Julie Haycock presented the draft of the 2021-2022 school calendar as this is a key component of planning for the coming school year.

There is an updated version that includes a change to the Martin Luther King Jr. non-school day.

Sara Rose Bonetti made a motion to approve the 2021-2022 School Calendar with the adjustment of the date for MLK Jr. Day.

Glad Donahue seconded the motion.

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

Roll Call

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

C. Title IX Policy

Title IX ensures there is no discrimination or harassment. The update includes a change to the Title IX Coordinator as well as how the school investigates and responds to a complaint.

Lindsay Mower made a motion to approve the Title IX Policy.

Billie Adkins seconded the motion.

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

Roll Call

Lindsay Mower	Aye
Billie Adkins	Aye
Glad Donahue	Aye

Roll Call

Sara Rose Bonetti Aye
Jessica Coombs Aye

IV. Operations

A. Publication of the School Accountability Report Card (SARC)

Darcy Belleza and Kulpreet Pummay presented this annual school report focused on student achievement and data. This report, once it is approved will go to the California Department of Education and will be posted on the school's website.

Lindsay Mower made a motion to approve the publication of the School Accountability Report Card.

Glad Donahue seconded the motion.

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

Roll Call

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

B. Resolution to Approve Membership in Charter Services Organization (CSO)

- Julie presented the resolution to become members of the CSO.
- Sara Rose Bonetti asked about the CSO Board Member Stipend. Royce Gough shared that this has not been decided as it will be a CSO board decision, however, a member cannot serve on both the CSO and school boards.
- Sara Rose Bonetti asked if the recommendation is for a current school board member to join the CSO or for someone outside of the board. Royce Gough replied that this is a board decision.
- Glad Donahue asked about the financial investment/requirement from the school. Royce Gough shared that the initial \$5,000 membership fee goes to legal fees to cover the cost of the formation of the corporation. The services are already being paid for and are simply moving the cost and staff to the CSO.
- Sara Rose Bonetti asked about future board candidates and what the status is of interested candidates. School staff will work on this based on the direction from the board of how to proceed.
- Glad Donahue suggested asking the families and community to seek out interested individuals because new families have joined the school since the last time there was an opening.

Lindsay Mower made a motion to approve the resolution to approve Membership in Charter Services Organization.

Glad Donahue seconded the motion.

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

Roll Call

Glad Donahue Aye

Sara Rose Bonetti Aye

Billie Adkins Aye

Lindsay Mower Aye

Jessica Coombs Aye

The Board requests that school staff will provide a list of individuals that are interested in joining the Board.

The Board requests a Special Board meeting be scheduled for this item as well as any others that may need to be discussed/moved on prior to the next regularly scheduled board meeting.

C. 2021-2022 Organizational Chart

Julie Haycock presented the proposed 2021-2022 organizational chart that includes many shared positions amongst the four North schools.

Billie Adkins made a motion to approve the 2021-2022 Organizational Chart.

Glad Donahue seconded the motion.

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

Roll Call

Glad Donahue Aye

Lindsay Mower Aye

Sara Rose Bonetti Aye

Billie Adkins Aye

Jessica Coombs Aye

D. Disposal of Surplus, Obsolete, or Unneeded Books, Equipment, and Supplies Policy

Glad Donahue made a motion to approve the Disposal of Surplus, Obsolete, or Unneeded Books, Equipment, and Supplies Policy.

Lindsay Mower seconded the motion.

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

Roll Call

Billie Adkins Aye

Lindsay Mower Aye

Sara Rose Bonetti Aye

Glad Donahue Aye

Jessica Coombs Aye

E. Employee Handbook

Lindsay Mower made a motion to approve the updated Employee Handbook.

Billie Adkins seconded the motion.

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

Roll Call

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

V. Closing Items

A. Board of Director's Comments & Requests

1. Sara Rose Bonetti - Requests that budget funds are allocated to the MDIP staff, who currently volunteer their time. School staff will consult with legal and Charter Impact and bring back findings.
2. Glad Donahue asked the reason why so many students from Lake County have withdrawn. Staff (Sarah Davis and Kara Tupy) reported that two families (four students) moved out of state. Julie shared that there has been a trend of families either moving out of state or have had home changes where parents have had job changes. Kara also reports that in the last few days students from the area have enrolled.

B. Announcement of Next Regular Scheduled Board Meeting

- February 24, 2021 at 5:00 pm is the next regularly scheduled board meeting.
- There may be a Special board meeting called prior to this date.

C. Adjourn Meeting

Lindsay Mower made a motion to adjourn the board meeting at 6:28 pm.

Billie Adkins seconded the motion.

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:28 PM.

Respectfully Submitted,
Lindsay Mower

Prepared by:
Kimmi Buzzard

Noted by:

Board Secretary

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Coversheet

January Financials & 2nd Interim Report

Section: II. Finance
Item: A. January Financials & 2nd Interim Report
Purpose: Vote
Submitted by:
Related Material: January Financials & 2nd Interims - Lake View.pdf



Lake View Charter School

Monthly Financial Presentation – January 2021

2nd Interim Report

LAKE VIEW - Highlights

- Year-end revenue projections increased by \$3.5k.
- Year-end expense projections decreased by \$49k.
- Year-end surplus projected at \$105k. (December; \$52k)
- Senate Bill-740 Requirements:

- 40/80 Expense Ratio ✓

Cert.	Instr.
45.4%	80.9%
237,568	48,057

- 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio	
18.88	:1

LAKE VIEW - Revenue

Variance Analysis:

- Other State Revenue: Partial recognition of Learning Loss Mitigation Funds- GF

Revenue

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 1,842,179	\$ 1,840,215	\$ 1,963
Federal Revenue	27,675	22,888	4,787
Other State Revenue	169,137	136,203	32,935
Other Local Revenue	10,654	-	10,654
Total Revenue	\$ 2,049,645	\$ 1,999,306	\$ 50,339

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 3,985,537	\$ 3,986,237	\$ (699)
Federal Revenue	80,328	51,676	28,652
Other State Revenue	361,992	346,966	15,027
Other Local Revenue	10,654	-	10,654
Total Revenue	\$ 4,438,511	\$ 4,384,878	\$ 53,633

LAKE VIEW - Expenses

Variance Analysis:

- **Certificated & Classified Salaries:** January adjustment to staffing levels.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 1,080,521	\$ 1,003,460	\$ (77,061)	\$ 1,771,160	\$ 1,720,217	\$ (50,943)
Classified Salaries	86,307	77,256	(9,052)	125,229	132,438	7,209
Benefits	351,754	337,417	(14,337)	563,681	579,242	15,561
Books and Supplies	403,481	234,986	(168,495)	374,024	391,770	17,746
Subagreement Services	304,709	547,261	242,552	846,615	919,333	72,718
Operations	47,658	17,558	(30,100)	56,700	30,100	(26,600)
Facilities	463	1,867	1,404	463	3,200	2,737
Professional Services	279,301	277,032	(2,269)	523,626	489,046	(34,580)
Depreciation	-	-	-	-	-	-
Interest	66,174	76,059	9,885	71,440	94,219	22,779
Total Expenses	\$ 2,620,369	\$ 2,572,896	\$ (47,473)	\$ 4,332,938	\$ 4,359,564	\$ 26,626

LAKE VIEW - Fund Balance

- 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)
Total Surplus(Deficit)	\$ (570,724)	\$ (573,590)	\$ 2,866	\$ 105,573	\$ 25,314	\$ 80,259
Beginning Fund Balance	221,864	221,864		221,864	221,864	
Ending Fund Balance	<u>\$ (348,860)</u>	<u>\$ (351,726)</u>		<u>\$ 327,437</u>	<u>\$ 247,178</u>	
<i>As a % of Annual Expenses</i>	-8.1%	-8.1%		7.6%	5.7%	

LAKE VIEW - MYP

Assumptions

- Steady enrollment projected for FY21-22 w/ 5% increase projected in FY22-23.
- 2% COLA in general expenses.
- 8% projected increase in Health Insurance.

ADA

Total Revenue
Total Expenses

Annual Surplus

Beginning Fund Balance

Ending Fund Balance

As a % of Annual Expenses

Ending Cash Balance

	2020-21	2021-22	2022-23
	434	434	456
Total Revenue	\$ 4,438,511	\$ 4,562,153	\$ 4,910,492
Total Expenses	<u>4,332,938</u>	<u>4,384,612</u>	<u>4,485,246</u>
Annual Surplus	<u>105,573</u>	<u>177,541</u>	<u>425,246</u>
Beginning Fund Balance	<u>221,864</u>	<u>327,437</u>	<u>504,978</u>
Ending Fund Balance	<u>\$ 327,437</u>	<u>\$ 504,978</u>	<u>\$ 930,225</u>
<i>As a % of Annual Expenses</i>	<i>7.6%</i>	<i>11.5%</i>	<i>20.7%</i>
Ending Cash Balance	<u>\$ 165,124</u>	<u>\$ 146,989</u>	<u>\$ 215,287</u>



LAKE VIEW - Compliance Reporting

Due Date	Description	Completed By
Feb-20	Certification of the First Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The First Principal Apportionment (P-1), certified by February 20, is based on the first period data that LEAs report to CDE in November through January. P-1 supersedes the Advance Apportionment calculations and establishes each LEA's monthly state aid payment for February through May.	Charter Impact
Mar-05	CALPADS - Fall 2 deadline - 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 2 data within CALPADS, which can impact a number of things, including LCFF funding, student course enrollments, staff assignments and English learner education services.	Charter Impact submits with data provided by LV
Mar-15	2nd Interim Financial Report - 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 is due December 15 for the period ending October 31. The second is due March 15 for the period ending January 31	Charter Impact
Mar-19	El Dorado SELPA Pre-Test for Year-End Maintenance of Effort (Special Education) - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact
Mar-31	Annual Audit Review and Board Approval - 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. Note that the audit report due date was automatically extended to March 31, 2021, due to COVID-19.	LV with Charter Impact support



LAKE VIEW - Appendix

- Monthly Cash Flow / Forecast 20-21
- 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 2/8/2021

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.)
ADA = 434.25																
Revenues																
State Aid - Revenue Limit																
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	3,756,000	3,756,001	(0)
8012 Education Protection Account	-	-	-	21,713	-	-	21,712	-	-	21,713	-	-	21,713	86,850	86,850	-
8019 State Aid - Prior Year	-	-	(699)	-	-	-	-	-	-	-	-	-	-	(699)	-	(699)
8096 In Lieu of Property Taxes	-	8,990	(8,990)	-	48,751	11,471	11,471	11,045	20,216	10,108	10,108	10,108	10,108	143,386	143,386	-
	-	384,590	(9,689)	359,753	386,791	349,511	371,223	349,085	179,095	92,668	70,955	70,955	1,380,600	3,985,537	3,986,237	(699)
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	4,563	9,618	9,618	9,618	9,618	9,618	52,653	51,676	977
8296 Other Federal Revenue	-	-	-	484	-	27,191	-	-	-	-	-	-	-	27,675	-	27,675
	-	-	-	484	-	27,191	-	4,563	9,618	9,618	9,618	9,618	9,618	80,328	51,676	28,652
Other State Revenue																
8311 State Special Education	-	-	25,672	37,123	23,105	23,105	23,105	22,814	21,668	21,668	21,668	21,668	21,668	263,264	260,550	2,714
8550 Mandated Cost	-	-	-	-	-	8,238	-	-	-	-	-	-	-	8,238	-	8,238
8560 State Lottery	-	-	-	-	-	-	24,714	-	-	20,801	-	-	40,900	86,416	86,416	-
8598 Prior Year Revenue	-	-	-	-	-	-	1,548	-	-	-	-	-	-	1,548	-	1,548
8599 Other State Revenue	-	-	-	-	-	484	2,043	-	-	-	-	-	-	2,527	-	2,527
	-	-	25,672	37,123	23,105	31,827	51,410	22,814	21,668	42,470	21,668	21,668	62,568	361,992	346,966	15,027
Other Local Revenue																
8980 Contributions, Unrestricted	-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654
	-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654
Total Revenue	-	384,590	15,983	397,360	409,896	419,183	422,633	376,461	210,381	144,755	102,241	102,241	1,452,786	4,438,511	4,384,878	53,633
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	111,179	101,482	102,143	103,403	101,850	102,645	102,863	103,433	103,433	103,433	103,433	103,433	-	1,242,729	1,126,517	(116,212)
1175 Teachers' Extra Duty/Stipends	2,000	3,400	7,150	6,550	6,996	7,196	6,946	5,100	5,100	5,100	5,100	5,100	-	65,739	61,200	(4,539)
1200 Pupil Support Salaries	20,774	21,274	21,824	21,854	21,669	13,897	14,297	14,297	14,297	14,297	14,297	14,297	-	207,074	245,500	38,426
1300 Administrators' Salaries	24,867	25,317	25,767	25,887	25,697	25,897	25,697	15,298	15,298	15,298	15,298	15,298	-	255,618	287,000	31,382
	158,820	151,473	156,884	157,694	156,213	149,635	149,802	138,128	138,128	138,128	138,128	138,128	-	1,771,160	1,720,217	(50,943)
Classified Salaries																
2900 Other Classified Salaries	13,231	12,103	12,667	12,847	12,148	13,277	10,034	7,784	7,784	7,784	7,784	7,784	-	125,229	132,438	7,209
	13,231	12,103	12,667	12,847	12,148	13,277	10,034	7,784	7,784	7,784	7,784	7,784	-	125,229	132,438	7,209
Benefits																
3101 STRS	25,173	24,067	24,941	24,820	24,747	21,895	23,691	21,677	21,677	21,677	21,677	21,677	-	277,722	316,520	38,798
3301 OASDI	792	722	757	768	725	795	605	360	360	360	360	360	-	6,963	8,211	1,248
3311 Medicare	2,392	2,265	2,355	2,370	2,338	2,259	2,217	2,093	2,093	2,093	2,093	2,093	-	26,660	26,863	204
3401 Health and Welfare	15,625	24,855	19,347	19,715	17,545	21,891	19,887	15,000	15,000	15,000	15,000	15,000	-	213,865	187,500	(26,365)
3501 State Unemployment	1,579	584	-	-	-	-	6,129	2,744	1,372	686	686	686	-	14,467	14,210	(257)
3601 Workers' Compensation	2,161	1,793	1,977	1,977	1,977	1,977	1,977	2,021	2,021	2,021	2,021	2,021	-	23,942	25,937	1,996
3901 Other Benefits	-	-	-	63	-	-	-	-	-	-	-	-	-	63	-	(63)
	47,723	54,286	49,378	49,712	47,332	48,817	54,506	43,895	42,523	41,837	41,837	41,837	-	563,681	579,242	15,561
Books and Supplies																
4302 School Supplies	4,977	86,972	47,863	56,800	33,553	50,625	37,108	(14,356)	(12,358)	(14,501)	(5,802)	(5,802)	-	265,081	301,849	36,768
4305 Software	-	5,922	10,018	14,672	3,879	12,102	3,455	3,475	3,475	3,475	3,475	3,475	-	67,423	41,700	(25,723)
4310 Office Expense	-	-	1,010	-	313	495	-	367	367	367	367	367	-	3,651	4,400	749
4400 Noncapitalized Equipment	524	4,743	2,088	11,800	11,719	2,843	-	1,128	971	1,140	456	456	-	37,869	43,121	5,253
	5,501	97,637	60,980	83,272	49,464	66,066	40,563	(9,385)	(7,545)	(9,519)	(1,504)	(1,504)	-	374,024	391,770	17,746
Subagreement Services																
5102 Special Education	133	11,441	1,481	12,521	37,924	8,463	18,407	9,183	9,183	9,183	9,183	9,183	-	136,286	110,200	(26,086)
5106 Other Educational Consultants	9,209	3,522	16,282	13,788	6,734	13,805	21,508	108,930	93,773	110,032	44,023	44,023	-	485,629	587,148	101,519
5107 Instructional Services	19,210	17,788	18,499	18,499	18,499	18,499	18,499	19,041	19,041	19,041	19,041	19,041	-	224,700	221,984	(2,715)
	28,552	32,751	36,262	44,807	63,156	40,767	58,414	137,155	121,998	138,257	72,248	72,248	-	846,615	919,333	72,718
Operations and Housekeeping																
5201 Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,400	8,400
5300 Dues & Memberships	-	790	-	-	-	-	-	75	75	75	75	75	-	1,165	900	(265)
5400 Insurance	1,500	10,544	6,028	6,024	6,024	6,024	6,024	1,500	1,500	1,500	1,500	1,500	-	49,668	18,000	(31,668)
5900 Communications	-	17	147	87	87	446	1,820	125	125	125	125	125	-	3,228	1,500	(1,728)
5901 Postage and Shipping	229	(226)	184	130	367	1,185	227	108	108	108	108	108	-	2,639	1,300	(1,339)
	1,729	11,126	6,359	6,241	6,478	7,654	8,072	1,808	1,808	1,808	1,808	1,808	-	56,700	30,100	(26,600)
Facilities, Repairs and Other Leases																
5610 Repairs and Maintenance	-	-	-	-	-	-	463	-	-	-	-	-	-	463	-	(463)
	-	-	-	-	-	-	463	-	-	-	-	-	-	463	3,200	2,737
Professional/Consulting Services																
5801 IT	-	-	-	-	-	-	-	58	58	58	58	58	-	292	700	408
5802 Audit & Taxes	-	-	-	-	-	4,095	-	-	-	-	-	-	-	4,095	-	(4,095)
5803 Legal	-	3,284	187	2,173	3,523	2,664	1,516	400	400	400	400	400	-	15,346	4,800	(10,546)
5804 Professional Development	-	-	3,406	6,475	600	13,534	3,452	258	258	258	258	258	-	28,758	3,100	(25,658)
5805 General Consulting	-	-	-	750	150	1,050	313	158	158	158	158	158	-	3,054	1,900	(1,154)
5806 Special Activities/Field Trips	-	-	-	-	988	1,056	4,832	18,716	16,112	18,905	7,564	7,564	-	75,738	86,243	10,505
5807 Bank Charges	465	697	514	758	858	880	623	10	10	10	10	10	-	4,845	115	(4,730)
5808 Printing	-	-	-	-	-	-	-	10	10	10	10	10	-	50	115	65
5809 Other taxes and fees	-	139	2	(0)	-	-	-	730	730	730	730	730	-	3,791	8,395	4,604
5810 Payroll Service Fee	-	907	215	215	767	811	562	300	300	300	300	300	-	4,978	3,734	(1,244)

Lake View Charter School
Monthly Cash Flow/Forecast FY20-21

Revised 2/8/2021

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.)
5811 Management Fee	31,014	23,060	24,145	24,595	25,048	24,445	24,673	25,198	25,198	25,198	25,198	25,198	-	302,969	298,720	(4,249)
5812 District Oversight Fee	-	-	0	-	-	57,546	(17,683)	6,982	3,582	1,853	1,419	1,419	24,593	79,711	79,725	14
	31,479	28,087	28,469	34,965	31,934	106,080	18,287	52,821	46,817	47,882	36,106	36,106	24,593	523,626	489,046	(34,580)
Interest																
7438 Interest Expense	29	29	14,298	29	29	51,730	29	-	-	5,266	-	-	-	71,440	94,219	22,779
	29	29	14,298	29	29	51,730	29	-	-	5,266	-	-	-	71,440	94,219	22,779
Total Expenses	287,064	387,491	365,297	389,568	366,754	484,026	340,171	372,206	351,513	371,443	296,407	296,407	24,593	4,332,938	4,359,564	26,626
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	43,142	(64,843)	82,462	4,255	(141,132)	(226,688)	(194,166)	(194,166)	1,428,193	105,573	25,314	80,259
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	43,142	(64,843)	82,462	4,255	(141,132)	(226,688)	(194,166)	(194,166)	1,428,193	105,573		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	566,388	88,675	171,778	-	-	-	85,630	-	-	-	-	-	(1,452,786)	(540,316)		
Grants and Contributions Rec.	(295,400)	-	2,357	-	-	(11,440)	2,653	-	-	-	-	-	-	(301,830)		
Due To/From Related Parties	(562)	-	-	-	3,320	-	-	-	-	-	-	-	-	2,758		
Prepaid Expenses	(132,263)	(16,003)	-	(7,408)	8,043	(2,117)	(5,653)	-	-	-	-	-	-	(155,400)		
Other Assets	(75,000)	-	-	-	-	-	-	-	-	-	-	-	-	(75,000)		
Accounts Payable	22,827	26,786	(545,050)	(37,450)	(18,366)	(13,244)	27,836	-	-	-	-	-	24,593	(512,069)		
Accrued Expenses	45,355	(86,430)	(43,695)	(55,055)	(5,762)	63,845	(60,664)	-	-	-	-	-	-	(142,407)		
Deferred Revenue	-	-	-	61,163	-	(27,675)	(2,043)	-	-	-	-	-	-	31,446		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	-	770,700	-	-	1,017,900	-	-	-	263,300	-	-	-	2,051,900		
Payments on Factoring	-	-	-	-	(256,900)	(256,900)	(256,900)	-	-	-	-	-	-	(770,700)		
Proceeds from Debt	174,906	-	-	-	-	-	-	-	-	-	-	-	-	174,906		
Payments on Debt	-	29	29	29	29	29	29	-	-	-	-	-	-	175		
Total Change in Cash	19,186	10,156	6,807	(30,929)	(226,494)	705,555	(126,650)	4,255	(141,132)	36,612	(194,166)	(194,166)				
Cash, Beginning of Month	296,089	315,275	325,431	332,237	301,309	74,814	780,369	653,720	657,975	516,843	553,455	359,290				
Cash, End of Month	315,275	325,431	332,237	301,309	74,814	780,369	653,720	657,975	516,843	553,455	359,290	165,124				

Original Budget Total	Favorable / (Unfav.)
298,720	(4,249)
79,725	14
489,046	(34,580)

Cert.	Instr.
45.4%	80.9%
237,568	48,057

Pupil:Teacher Ratio
18.88 :1

Lake View Charter School

Budget vs Actual

For the period ended January 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	YTD Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 338,040	\$ 338,040	\$ (0)	\$ 1,727,760	\$ 1,727,760	\$ (0)	\$ 3,756,001
Education Protection Account	21,712	21,713	(1)	43,425	43,425	-	86,850
State Aid - Prior Year	-	-	-	(699)	-	(699)	-
In Lieu of Property Taxes	11,471	11,045	426	71,693	69,030	2,663	143,386
Total State Aid - Revenue Limit	371,223	370,797	426	1,842,179	1,840,215	1,963	3,986,237
Federal Revenue							
Special Education - Entitlement	-	4,478	(4,478)	-	22,888	(22,888)	51,676
Other Federal Revenue	-	-	-	27,675	-	27,675	-
Total Federal Revenue	-	4,478	(4,478)	27,675	22,888	4,787	51,676
Other State Revenue							
State Special Education	23,105	22,578	527	132,110	115,401	16,709	260,550
Mandated Cost	-	-	-	8,238	-	8,238	-
State Lottery	24,714	20,801	3,913	24,714	20,801	3,913	86,416
Prior Year Revenue	1,548	-	1,548	1,548	-	1,548	-
Other State Revenue	2,043	-	2,043	2,527	-	2,527	-
Total Other State Revenue	51,410	43,380	8,030	169,137	136,203	32,935	346,966
Other Local Revenue							
Contributions, Unrestricted	-	-	-	10,654	-	10,654	-
Total Other Local Revenue	-	-	-	10,654	-	10,654	-
Total Revenues	\$ 422,633	\$ 418,655	\$ 3,978	\$ 2,049,645	\$ 1,999,306	\$ 50,339	\$ 4,384,878
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 102,863	\$ 93,876	\$ (8,986)	\$ 725,565	\$ 657,135	\$ (68,430)	\$ 1,126,517
Teachers' Extra Duty/Stipends	6,946	5,100	(1,846)	40,239	35,700	(4,539)	61,200
Pupil Support Salaries	14,297	20,458	6,162	135,591	143,208	7,618	245,500
Administrators' Salaries	25,697	23,917	(1,780)	179,127	167,417	(11,710)	287,000
Total Certificated Salaries	149,802	143,351	(6,451)	1,080,521	1,003,460	(77,061)	1,720,217
Classified Salaries							
Other Classified Salaries	10,034	11,037	1,002	86,307	77,256	(9,052)	132,438
Total Classified Salaries	10,034	11,037	1,002	86,307	77,256	(9,052)	132,438
Benefits							
State Teachers' Retirement System, certificated positions	23,691	26,377	2,685	169,335	184,637	15,302	316,520
OASDI/Medicare/Alternative, certificated positions	605	684	80	5,163	4,790	(373)	8,211
Medicare/Alternative, certificated positions	2,217	2,239	21	16,197	15,670	(526)	26,863
Health and Welfare Benefits, certificated positions	19,887	15,625	(4,262)	138,865	109,375	(29,490)	187,500
State Unemployment Insurance, certificated positions	6,129	3,553	(2,577)	8,293	7,816	(477)	14,210
Workers' Compensation Insurance, certificated positions	1,977	2,161	184	13,839	15,130	1,291	25,937
Other Benefits, certificated positions	-	-	-	63	-	(63)	-
Total Benefits	54,506	50,638	(3,868)	351,754	337,417	(14,337)	579,242
Books & Supplies							
School Supplies	37,108	33,882	(3,226)	317,899	181,725	(136,174)	301,849
Software	3,454	3,475	21	50,047	24,325	(25,722)	41,700
Office Expense	-	367	367	1,818	2,567	748	4,400
Business Meals	-	58	58	-	408	408	700
Noncapitalized Equipment	-	4,840	4,840	33,717	25,961	(7,756)	43,121
Total Books & Supplies	40,562	42,622	2,060	403,481	234,986	(168,495)	391,770
Subagreement Services							
Special Education	18,407	9,183	(9,224)	90,370	64,283	(26,086)	110,200
Other Educational Consultants	21,508	65,906	44,398	84,847	353,487	268,640	587,148
Instructional Services	18,499	18,499	(0)	129,492	129,491	(2)	221,984
Total Subagreement Services	58,414	93,588	35,174	304,709	547,261	242,552	919,333
Operations & Housekeeping							
Auto and Travel	-	700	700	-	4,900	4,900	8,400
Dues & Memberships	-	75	75	790	525	(265)	900
Insurance	6,024	1,500	(4,524)	42,168	10,500	(31,668)	18,000
Communications	1,820	125	(1,695)	2,603	875	(1,728)	1,500
Postage and Shipping	227	108	(119)	2,097	758	(1,339)	1,300
Total Operations & Housekeeping	8,072	2,508	(5,563)	47,658	17,558	(30,100)	30,100
Facilities, Repairs & Other Leases							
Other Leases	-	267	267	-	1,867	1,867	3,200
Repairs and Maintenance	463	-	(463)	463	-	(463)	-
Total Facilities, Repairs & Other Leases	463	267	(196)	463	1,867	1,404	3,200
Professional/Consulting Services							
IT	-	58	58	-	408	408	700
Audit & Taxes	-	-	-	4,095	-	(4,095)	-
Legal	1,516	400	(1,116)	13,346	2,800	(10,546)	4,800
Professional Development	3,452	258	(3,193)	27,466	1,808	(25,658)	3,100
General Consulting	313	158	(154)	2,263	1,108	(1,154)	1,900
Special Activities/Field Trips	4,832	9,681	4,848	6,877	51,922	45,045	86,243
Bank Charges	623	10	(613)	4,795	65	(4,730)	115
Printing	-	10	10	-	65	65	115
Other Taxes and Fees	-	730	730	141	4,745	4,604	8,395
Payroll Service Fee	562	311	(251)	3,476	2,178	(1,298)	3,734
Management Fee	24,673	24,893	220	176,980	174,253	(2,727)	298,720
District Oversight Fee	(17,683)	7,416	25,099	39,863	36,804	(3,058)	79,725
Public Relations/Recruitment	-	125	125	-	875	875	1,500
Total Professional/Consulting Services	18,287	44,051	25,764	279,301	277,032	(2,269)	489,046
Interest							
Interest Expense	29	-	(29)	66,174	76,059	9,885	94,219
Total Interest	29	-	(29)	66,174	76,059	9,885	94,219
Total Expenses	\$ 340,170	\$ 388,063	\$ 47,893	\$ 2,620,369	\$ 2,572,896	\$ (47,473)	\$ 4,359,564
Change in Net Assets	82,463	30,593	51,871	(570,724)	(573,590)	2,866	25,314
Net Assets, Beginning of Period	(431,323)			221,864			
Net Assets, End of Period	\$ (348,860)			\$ (348,860)			

Lake View Charter School

Statement of Financial Position

January 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 653,720	\$ 296,089	\$ 357,631	121%
Accounts Receivable	22,895	16,465	6,430	39%
Public Funding Receivable	7,246	919,717	(912,470)	-99%
Factored Receivable	(1,017,900)	(295,400)	(722,500)	245%
Due To/From Related Parties	260,901	263,659	(2,758)	-1%
Prepaid Expenses	50,308	(105,093)	155,400	-148%
Total Current Assets	(22,830)	1,095,437	(1,118,267)	-102%
Long-Term Assets				
Deposits	75,000	-	75,000	0%
Total Long Term Assets	75,000	-	75,000	0%
Total Assets	\$ 52,170	\$ 1,095,437	\$ (1,043,267)	-95%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 70,843	\$ 607,505	\$ (536,662)	-88%
Accrued Liabilities	123,660	266,067	(142,407)	-54%
Deferred Revenue	31,446	-	31,446	0%
Notes Payable, Current Portion	17,488	-	17,488	0%
Total Current Liabilities	243,437	873,572	(630,136)	-72%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	157,593	-	157,593	0%
Total Long-Term Liabilities	157,593	-	157,593	0%
Total Liabilities	401,030	873,572	(472,543)	-54%
Net Assets	(348,860)	221,864	(570,724)	-257%
Total Liabilities and Net Assets	\$ 52,170	\$ 1,095,437	\$ (1,043,267)	-95%

Lake View Charter School

Statement of Cash Flows

For the period ended January 31, 2021

	Month Ended 01/31/21	YTD Ended 01/31/21
Cash Flows from Operating Activities		
Changes in Net Assets	\$ 82,463	\$ (570,724)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	85,630	912,470
Grants, Contributions & Pledges Receivable	(254,247)	716,070
Due from Related Parties	-	2,758
Prepaid Expenses	(5,653)	(155,400)
Other Assets	-	(75,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	27,836	(536,662)
Accrued Expenses	(60,664)	(142,407)
Deferred Revenue	(2,043)	31,446
Total Cash Flows from Operating Activities	(126,678)	182,550
Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	29	175,081
Total Cash Flows from Financing Activities	29	175,081
Change in Cash & Cash Equivalents	(126,649)	357,631
Cash & Cash Equivalents, Beginning of Period	780,369	296,089
Cash and Cash Equivalents, End of Period	\$ 653,720	\$ 653,720

Lake View Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10443	Global Teletherapy	1/20/2021	VOID
10501	Math-U-See Inc.	1/13/2021	VOID
10563	Global Teletherapy	1/20/2021	VOID
10669	8x8 Inc.	1/7/2021	\$ 103.19
10670	Academics in a Box Incorporated	1/7/2021	86.85
10671	All About Learning Press, Inc.	1/7/2021	709.85
10672	Barbara J Rice	1/7/2021	1,165.00
10673	Beautiful Feet Books, Inc.	1/7/2021	106.37
10674	Billie Adkins	1/7/2021	150.00
10675	BookShark	1/7/2021	1,084.52
10676	Boont Tribe Community School	1/7/2021	1,239.52
10677	Bright Thinker	1/7/2021	730.70
10678	Charter Impact, Inc.	1/7/2021	6,420.25
10679	Chico Area Recreation and Parks District	1/7/2021	24.00
10680	Clarksville Charter School	1/7/2021	2,717.95
10681	Communication Tools	1/7/2021	300.00
10682	Crafty School Crates	1/7/2021	262.34
10683	E-Therapy, LLC	1/7/2021	279.75
10684	Eat2Explore	1/7/2021	652.99
10685	Educational Development Corporation	1/7/2021	79.98
10686	Elizabeth Stoxen	1/7/2021	95.00
10687	Evan-Moor	1/7/2021	99.99
10688	Glad Donahue	1/7/2021	150.00
10689	GrammarFlip	1/7/2021	39.99
10690	Hands for Building, LLC	1/7/2021	285.98
10691	Home Science Tools	1/7/2021	77.14
10692	Institute for Excellence in Writing	1/7/2021	516.90
10693	Jeanette Wise	1/7/2021	415.00
10694	Jessica Coombs	1/7/2021	300.00
10695	Justin McKay, pianist	1/7/2021	614.50
10696	Kathryn A Jackson	1/7/2021	0.00
10697	LEGO Education	1/7/2021	471.79
10698	LetMe! Technologies	1/7/2021	55.00
10699	Lindsay Mower	1/7/2021	300.00
10700	Little Passports	1/7/2021	288.93
10701	Logic of English	1/7/2021	81.72
10702	Math-U-See Inc.	1/7/2021	173.00
10703	McColgan & Associates Inc	1/7/2021	2,711.25
10704	MEL Science U.S., LLC	1/7/2021	758.40
10705	Moving Beyond the Page	1/7/2021	802.45
10706	Mulitple Measures LLC	1/7/2021	2,042.50
10707	Mystery Science Inc.	1/7/2021	138.00
10708	North State Ballet LLC.	1/7/2021	88.12
10709	Outside the Box Creation	1/7/2021	611.40
10710	PresenceLearning, Inc.	1/7/2021	3,683.29
10711	PresenceLearning, Inc.	1/7/2021	1,733.43
10712	Procopio, Cory, Hargreaves & Savitch LLP	1/7/2021	2380.6
10713	Provenance	1/7/2021	47,479.89
10714	Rainbow Resource Center	1/7/2021	193.99
10715	Reading For Life	1/7/2021	827.52
10716	Sara Rose Bonetti	1/7/2021	300.00
10717	School Pathways, LLC	1/7/2021	1,963.28
10718	Silicon Valley High School Inc	1/7/2021	190.00
10719	Studies Weekly	1/7/2021	128.78
10720	T-Mobile	1/7/2021	6,000.00
10721	TalkBox.Mom	1/7/2021	327.94

Lake View Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10722	Teacher Synergy, LLC	1/7/2021	65.85
10723	Teaching Textbooks	1/7/2021	86.16
10724	Thrive Homeschool Program	1/7/2021	830.00
10725	Tiffany Ridenour, Art	1/7/2021	420.00
10726	Timberdoodle.com	1/7/2021	1,067.16
10727	Tori Gillam	1/7/2021	120.00
10728	Verizon Wireless	1/7/2021	342.59
10729	Winship Community School	1/7/2021	2,557.95
10730	Wonder Crate	1/7/2021	299.90
10731	Association of California School Administrator	1/8/2021	115.24
10732	Brave Writer LLC	1/13/2021	250.95
10733	Charter Impact, Inc.	1/13/2021	349.75
10734	Crafty School Crates	1/13/2021	98.58
10735	Elizabeth Stoxen	1/13/2021	135.00
10736	LEGO Education	1/13/2021	471.79
10737	Little Passports	1/13/2021	129.58
10738	Little Passports	1/13/2021	227.98
10739	Provenance	1/13/2021	27,397.95
10740	Math-U-See Inc.	1/13/2021	924.00
10741	Momni Cafe	1/15/2021	312.50
10742	Global Teletherapy	1/20/2021	27,583.00
10743	All About Learning Press, Inc.	1/21/2021	51.85
10744	BookShark	1/21/2021	107.89
10745	Brave Writer LLC	1/21/2021	588.85
10746	Charter Impact, Inc.	1/21/2021	115.29
10747	Eat2Explore	1/21/2021	10.00
10748	Educational Development Corporation	1/21/2021	180.63
10749	Enid Music	1/21/2021	106.00
10750	Evan-Moor	1/21/2021	31.54
10751	History Unboxed LLC	1/21/2021	292.12
10752	Honest History Co	1/21/2021	75.06
10753	Jeanette Wise	1/21/2021	577.00
10754	KiwiCo, Inc	1/21/2021	2,307.73
10755	Lakeshore	1/21/2021	718.81
10756	Little Passports	1/21/2021	141.25
10757	Maria Madruga	1/21/2021	1,040.00
10758	Moving Beyond the Page	1/21/2021	73.03
10759	Outside the Box Creation	1/21/2021	263.68
10760	Press Hill Press dba Well Trained Mind Press	1/21/2021	55.55
10761	Provenance	1/21/2021	1,463.05
10762	Rainbow Resource Center	1/21/2021	174.80
10763	Reading For Life	1/21/2021	370.00
10764	Shane Cammell	1/21/2021	280.00
10765	Sheri Joyce aka Well Read Fred	1/21/2021	120.00
10766	Singapore Math, Inc.	1/21/2021	61.05
10767	The Wright Keys Music Academy	1/21/2021	480.00
10768	Thrive Homeschool Program	1/21/2021	2,770.00
10769	Wonder Crate	1/21/2021	149.95
10770	Kathryn A Jackson	1/22/2021	1,650.00
10771	All About Learning Press, Inc.	1/28/2021	261.75
10772	Charter Impact, Inc.	1/28/2021	212.00
10773	Discount School Supply	1/28/2021	270.42
10774	E-Therapy, LLC	1/28/2021	236.25
10775	Eat2Explore	1/28/2021	109.84
10776	Educational Development Corporation	1/28/2021	94.64
10777	Global Teletherapy	1/28/2021	11,856.00
10778	KiwiCo, Inc	1/28/2021	222.39

Lake View Charter School**Check Register**

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10779	McColgan & Associates Inc	1/28/2021	1,170.00
10780	MEL Science U.S., LLC	1/28/2021	397.90
10781	PresenceLearning, Inc.	1/28/2021	5,144.91
10782	Press Hill Press dba Well Trained Mind Press	1/28/2021	82.15
10783	Rainbow Resource Center	1/28/2021	180.07
10784	Teacher Synergy, LLC	1/28/2021	66.79
10785	Think Outside, LLC	1/28/2021	255.65
10786	Thrive Homeschool Program	1/28/2021	2,900.00
10787	Timberdoodle.com	1/28/2021	194.38
10788	Tori Gillam	1/28/2021	480.00
10789	Wieser Educational	1/28/2021	<u>29.46</u>

Total Disbursements issued in January \$ 194,644.70

Lake View Charter School

Accounts Payable Aging

January 31, 2021

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.	2877588	1/1/2021	1/31/2021	\$ 87.08	\$ -	\$ -	\$ -	\$ -	\$ 87.08
Amazon Capital Services	179G-7M9Q-1YWC	6/5/2020	8/4/2020	(11.26)	-	-	-	-	(11.26)
BookShark	31053297	9/10/2020	10/10/2020	111.54	-	-	-	-	111.54
BookShark	31104974	12/31/2020	1/30/2021	59.22	-	-	-	-	59.22
BookShark	31105278	1/4/2021	2/3/2021	57.00	-	-	-	-	57.00
BookShark	31106081	1/5/2021	2/4/2021	13.38	-	-	-	-	13.38
BookShark	31106082	1/5/2021	2/4/2021	12.01	-	-	-	-	12.01
BookShark	31107210	1/7/2021	2/6/2021	230.59	-	-	-	-	230.59
BookShark	31107214	1/7/2021	2/6/2021	189.45	-	-	-	-	189.45
BookShark	31107254	1/7/2021	2/6/2021	461.18	-	-	-	-	461.18
BookShark	31107982	1/8/2021	2/7/2021	8.05	-	-	-	-	8.05
BookShark	31108050	1/8/2021	2/7/2021	8.05	-	-	-	-	8.05
CharterSafe	33464	12/1/2020	12/1/2020	8,001.00	-	-	-	-	8,001.00
CharterSafe	33736	1/1/2021	1/1/2021	8,001.00	-	-	-	-	8,001.00
Clarksville Charter School	12012020LV	12/7/2020	1/6/2021	5,068.45	-	-	-	-	5,068.45
Educational Development Corporation	DIR8510107	1/14/2021	2/13/2021	125.10	-	-	-	-	125.10
Enid Music	1734	1/21/2021	2/20/2021	106.00	-	-	-	-	106.00
Jennifer McQuarrie	2951	1/4/2021	1/4/2021	146.66	-	-	-	-	146.66
Lake Elementary School District	21-01	1/20/2021	2/19/2021	39,862.37	-	-	-	-	39,862.37
Moving Beyond the Page	246866	1/22/2021	2/21/2021	16.98	-	-	-	-	16.98
Procopio, Cory, Hargreaves & Savitch LL	741264	1/11/2021	2/10/2021	1,369.00	-	-	-	-	1,369.00
Provenance	3642	10/8/2020	11/7/2020	480.00	-	-	-	-	480.00
Provenance	4179	1/4/2021	2/3/2021	35.94	-	-	-	-	35.94
Provenance	4214	1/13/2021	2/12/2021	245.94	-	-	-	-	245.94
Provenance	4322	1/19/2021	2/18/2021	950.00	-	-	-	-	950.00
Provenance	4341	1/19/2021	2/18/2021	68.00	-	-	-	-	68.00
Provenance	4353	1/20/2021	2/19/2021	750.00	-	-	-	-	750.00
Provenance	4377	1/20/2021	2/19/2021	53.91	-	-	-	-	53.91
Rainbow Resource Center	3285822	1/18/2021	2/17/2021	446.21	-	-	-	-	446.21
Rainbow Resource Center	3285827	1/18/2021	2/17/2021	379.39	-	-	-	-	379.39
Rainbow Resource Center	3286527	1/18/2021	2/17/2021	101.88	-	-	-	-	101.88
Rainbow Resource Center	3289448	1/20/2021	2/19/2021	68.40	-	-	-	-	68.40
Rainbow Resource Center	3289449	1/20/2021	2/19/2021	79.35	-	-	-	-	79.35
Rebekah Hood-Sava	2	10/16/2020	11/15/2020	270.00	-	-	-	-	270.00
School Pathways, LLC	67238	12/31/2020	1/30/2021	1,018.78	-	-	-	-	1,018.78
T-Mobile	TMOB112120	11/21/2020	11/21/2020	233.25	-	-	-	-	233.25
Teacher Synergy, LLC	141430869	1/22/2021	2/12/2021	51.99	-	-	-	-	51.99
Teacher Synergy, LLC	141453223	1/22/2021	2/12/2021	49.99	-	-	-	-	49.99
Teaching Textbooks	33207	1/21/2021	2/20/2021	67.08	-	-	-	-	67.08
Teaching Textbooks	33208	1/21/2021	2/20/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33209	1/21/2021	2/20/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	33210	1/21/2021	2/20/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33211	1/21/2021	2/20/2021	43.08	-	-	-	-	43.08
Thrive Homeschool Program	343	1/20/2021	2/19/2021	475.00	-	-	-	-	475.00
Thrive Homeschool Program	344	1/22/2021	2/21/2021	550.00	-	-	-	-	550.00
Winship Community School	12012020LV	12/7/2020	12/7/2020	348.79	-	-	-	-	348.79

Lake View Charter School

Accounts Payable Aging

January 31, 2021

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
				Total Outstanding Payables in January	\$ 70,843.07	\$ -	\$ -	\$ -	\$ 70,843.07

Lake View Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended January 31, 2021

	Account Balance
Due (to)/from Inspire Charter Services	\$ 260,901
Total Due (to)/from Balance	<u>\$ 260,901</u>

Coversheet

Budget Considerations for 2021-2022 School Year

Section: II. Finance
Item: B. Budget Considerations for 2021-2022 School Year
Purpose: Discuss
Submitted by:
Related Material: 21.01_Lake View FY2122 Budget Draft.pdf
Student Allotment - Financial Considerations.pdf



Lake View Charter School

FY21-22 Budget Draft

Attendance and Data Metrics

<i>Enrollment & Per Pupil Data</i>		
	<i><u>FY20-21</u></i>	<i><u>FY21-22</u></i>
<i>Average Enrollment</i>	443	612
<i>ADA</i>	434	600
<i>Attendance Rate</i>	98.0%	98.0%
<i>Unduplicated %</i>	50.4%	50.4%
<i>Revenue per ADA</i>	\$10,221	\$10,450
<i>Expenses per ADA</i>	\$9,978	\$9,920

Revenue Projections

- 41% increase in projected revenue driven by change in enrollment.

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Revenue			
State Aid-Rev Limit	\$ 3,985,537	\$ 5,719,351	\$ 1,733,814
Federal Revenue	80,328	71,400	\$ (8,928)
Other State Revenue	361,992	479,400	\$ 117,408
Other Local Revenue	10,654	-	\$ (10,654)
Total Revenue	\$ 4,438,511	\$ 6,270,151	\$ 1,831,640

Expense Projections

- 37% increase in expenses driven by:
 - Increase in total Instructional Staff.
 - 8% increase in projected cost for Health Insurance.
 - Change in Student allotted Funds.

Expenses

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Certificated Salaries	\$ 1,771,160	\$ 2,253,133	\$ 481,973
Classified Salaries	125,229	121,000	(4,229)
Benefits	563,681	768,344	204,664
Books and Supplies	374,024	652,351	278,327
Subagreement Services	846,615	1,318,577	471,962
Operations	56,700	72,400	15,700
Facilities	463	-	(463)
Professional Services	523,626	745,048	221,422
Depreciation	-	-	-
Interest	71,440	21,000	(50,440)
Total Expenses	\$ 4,332,938	\$ 5,951,853	\$ 1,618,915

Projected Fund Balance

- Budget surplus represents 5% of Annual Surplus.

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Total Surplus(Deficit)	\$ 105,573	\$ 318,298	\$ 212,725
Beginning Fund Balance	<u>221,864</u>	<u>327,437</u>	
Ending Fund Balance	<u>\$ 327,437</u>	<u>\$ 645,736</u>	
<i>As a % of Annual Expenses</i>	7.6%	10.8%	



Student Allotments

A Review of Financial Implications

SB740 Spending Requirements

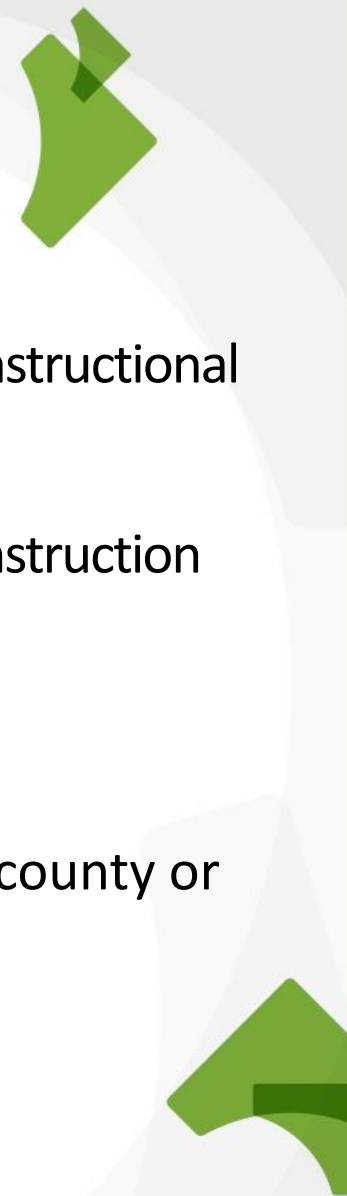
- At least **40** percent of total public revenues must be spent on Instructional Certificated Salaries and Benefits, *AND*
- At least **80** percent of total public revenues must be spent on Instruction and Instruction-Related Services, *AND*
- The Pupil to Teacher Ratio (PTR) cannot exceed:
 - 25 to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

40/80 Expense Ratio ✓

Cert.	Instr.
49.0%	81.0%
2,717,496	298,365

25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio	
21.09	:1



SB740 Implications

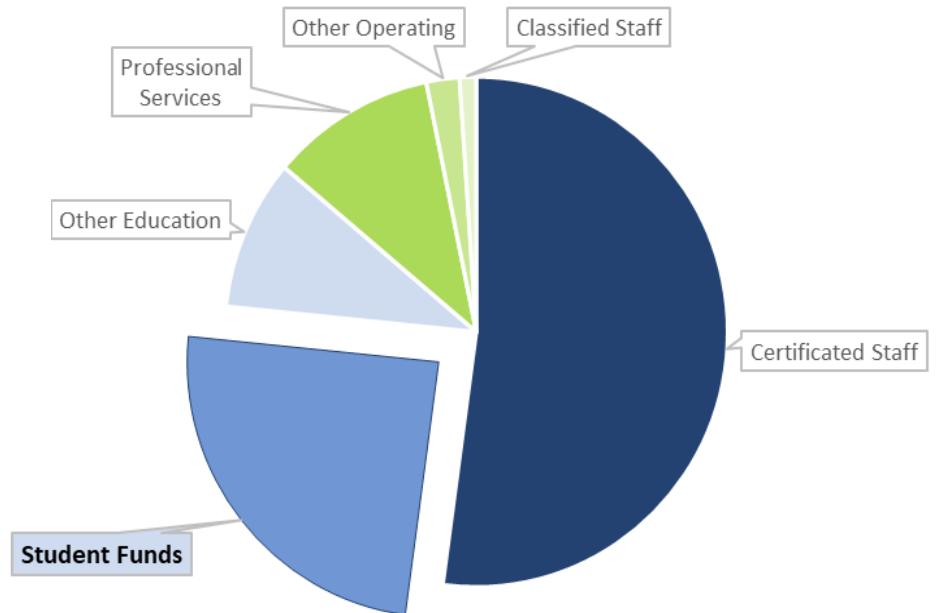
Funding Level	Certificated Salary and Benefits	Instructional Spending <i>(incl. cert. salaries and benefits)</i>	Pupil : Teacher Ratio
100%	= or > 40% AND	= or > 80% AND	25:1
85%	= or > 40% AND	= or > 40%	N/A
70%	= or > 35% AND	= or > 80%	N/A
Zero	< 35% OR	< 60%	N/A



2020-21 Spending Review

2020-21 Amount per ADA

Total Revenue	\$	<u>10,000</u>	
Certificated Salaries and Benefits		4,900	49.0% ✓
Student Allotment		2,300	
Other Educational Costs		900	
<i>Total Instructional Costs</i>		<u>8,100</u>	81.0% ✓
Professional Services		1,000	
Other Operating Costs		200	
Classified Salaries and Benefits		100	
<i>Total Non-Instructional Costs</i>		<u>1,300</u>	
Total Expenses	\$	<u>9,400</u>	
Surplus/Savings	\$	<u><u>600</u></u>	



Practical Considerations

- Student allotments can only be accounted for as an expense when goods or services are received (i.e. they can't simply be "earmarked" to be spent in a future year).
- Reductions in spending of student allotments triggers the need to spend the funds on other instructional costs in order to meet 40/80 requirement.
- Spending of "rollover" student allotments in any year reduces the budgeted surplus and available funds.
 - Note: this impact is reduced by students who do not fully spend current allotment.

CHARTER IMPACT

Empowering charter schools and non-profits with
financial management and operational support.

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Coversheet

2021-2022 Updated Contracts

Section: II. Finance
Item: C. 2021-2022 Updated Contracts
Purpose: Vote
Submitted by:
Related Material: 21.22 Classified Contract_LVCS.pdf
21.22 Leadership Contract_LVCS.pdf
21.22 Special Education Teacher Contract_LVCS.pdf
21.22 Admin Contract_LVCS.pdf
21.22 Homeschool Teacher Contract_LVCS.pdf
21.22 Highly Qualified Teacher Contract_LVCS.pdf



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
 BETWEEN
 LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, CLASSIFIED

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Classified staff are expected to work 260 days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the classified _____ salary schedule at Step: _____. The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from

disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee

therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;
- c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

D. NON-RENEWAL/EXPIRATION OF TERM. The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____
_____ Executive Director, Lake View Charter School



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, LEADERSHIP

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Leadership is expected to work ___ days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the _____ salary schedule at Step: _____ column: _____ with an annual salary of _____. In addition, The employee shall or shall not receive a salary schedule stipend of _____ for a _____. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1 , for movement across the salary schedule for the current school year.

Additional compensation of \$100/month per student is given for students according to contract. The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to

time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both

clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;

b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;

c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

D. **NON-RENEWAL/EXPIRATION OF TERM.** The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will

lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____

Executive Director, Lake View Charter School



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, SPECIAL EDUCATION TEACHER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Teachers are expected to work 190 days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the _____ salary schedule at Step: _____ column: _____ with an annual salary of _____. In addition, The employee shall (or shall not receive a salary schedule stipend of _____ for a _____. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1 , for movement across the salary schedule for the current school year.

The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the

background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any

confidential information in any manner whatsoever, except in furtherance of the business of Employer;

c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

- D. NON-RENEWAL/EXPIRATION OF TERM.** The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____

Executive Director, Lake View Charter School



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, ADMINISTRATION

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Administration is expected to work ___ days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the _____ salary schedule at Step: _____ column: _____ with an annual salary of _____. In addition, The employee shall or shall not receive a salary schedule stipend of _____ for a _____. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1 , for movement across the salary schedule for the current school year.

Additional compensation of \$100/month per student is given for students according to their contract. The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to

time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both

clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;

b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;

c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

D. NON-RENEWAL/EXPIRATION OF TERM. The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will

lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____
_____ Executive Director, Lake View Charter School



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, HOMESCHOOL TEACHER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Teachers are expected to work 190 days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the _____ salary schedule at Step: _____ column: _____ with an annual salary of _____. In addition, The employee shall (or shall not receive a salary schedule stipend of _____ for a _____. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1, for movement across the salary schedule for the current school year. Additional compensation of \$100/month per student is given when the employee's roster is more than 28 up to 35 students. Carrying a caseload of less than 28 students over a course of three (3) months may result in a return to part time status. The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to

time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both

clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;

b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;

c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

D. NON-RENEWAL/EXPIRATION OF TERM. The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will

lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____
_____ Executive Director, Lake View Charter School



FULL TIME FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
LAKE VIEW CHARTER SCHOOL & EMPLOYEE NAME, HIGHLY QUALIFIED TEACHER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and Lake View Charter School. The School desires to hire employees who will assist Lake View Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Lake View Charter School is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The School desires to engage the services of the Employee for purposes of assisting Lake View Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Lake View Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL

1. Lake View Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Lake View Charter School has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Lake View Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Lake View Charter School is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Lake View Charter School, and the employee signing below expressly recognizes that he/she is being employed by Lake View Charter School and not the District.
3. Pursuant to Education Code section 47610, Lake View Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Lake View Charter School shall be deemed the exclusive public school employer of the employees at Lake View Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Lake View Charter School may reasonably assign as defined by the job description and Employee will abide by all school policies and procedures as adopted and amended from time to time.

2. **Term and Work Schedule**

Subject to Section C, "Termination of Agreement" herein, Lake View Charter School hereby employs Employee for the term of the school, commencing on or after **July 1, 2021** and ending **June 30, 2022**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

This __is/__is not an MOU shared position, requiring an MOU agreement.

Lake View Charter School shall have the right to assign, reassign or eliminate positions, duties, or additional duties and make changes in responsibilities, work, or transfers, at any time during the contract term. All services will be provided either online or in-person per the job description, school needs, and current conditions.

Teachers are expected to work 190 days a year, 8 hours/day, (8:30 AM-5:00 PM with a 30 minute duty free lunch).

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Lake View Charter School.

3. **Compensation**

Employee will be paid semi-monthly (twice a month) from which the School shall withhold all statutory and other authorized deductions. For the 2021-22 school year, the employee shall be placed on the _____ salary schedule at Step: _____ column: _____ with an annual salary of _____. In addition, The employee shall or shall not receive a salary schedule stipend of _____ for a _____. Extra duty stipends will be listed on a supplemental contract. Units for placement on the salary schedule must be reported on the Intent to Return form from the previous year and transcripts must be submitted to human resources no later than September 1 , for movement across the salary schedule for the current school year.

The School may adjust compensation in the form of a salary increase or reduction based on actual enrollment. Salary changes related to caseload changes will only be permitted September 30th, December 31st, and March 30th.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Lake View Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Lake View Charter School in its sole discretion.

5. **Performance Evaluation**

Employee shall receive performance reviews conducted by his/her supervisor in accordance with Lake View Charter School's evaluation policy.

Failure to evaluate Employee shall not prevent Lake View Charter School from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Lake View Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Lake View Charter School's Personnel Handbook, which from time to time may be amended and modified by Lake View Charter School, in Lake View Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Lake View Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions. Employee further agrees to timely participate in required mandated reporter training.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis or risk thereof. Both clearances need to be in place prior to the first day of service. This job offer is contingent upon completion of a satisfactory background check. If the

background check is not satisfactory, this job offer is withdrawn.

10. **Conflicts of Interest**

Employee understands that, while employed by Lake View Charter School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Lake View Charter School. Employee agrees that he/she will not enter into any contract(s), or participate in making any contracts, in which he/she has a material financial interest. Employee also specifically agrees that he/she will not refer students to, or encourage students to utilize, any Lake View Charter School approved vendor to which the Employee has a familial or marital connection. Employee also specifically agrees that he/she will not recommend that Lake View Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

11. **Outside Professional Activities**

Any outside professional activities (including but not limited to consulting, speaking, and writing not on behalf of Lake View Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Lake View Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Lake View Charter School.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any

confidential information in any manner whatsoever, except in furtherance of the business of Employer;

c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee ten business days of his/her salary after termination occurs based on receipt of a release of claims agreement and the return of items identified in B.12.c. If the employee refuses to sign a release of claims the employee will be paid for one day of employment following termination.
2. **Revocation/Nonrenewal of Charter:** In the event that Lake View Charter School is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section C.1. above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.
4. **Decline or Loss of Enrollment:** In the event of a cap placed on enrollment numbers or a decline in enrollment, the School may immediately terminate this agreement. (see C.1)

- D. **NON-RENEWAL/EXPIRATION OF TERM.** The School may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Lake View Charter School on the terms specified herein.
2. All information I have provided to Lake View Charter School related to my employment is true and accurate.
3. This is the entire agreement between myself and Lake View Charter School regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement. It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof.

Employee Signature: _____ Date: _____

Lake View Charter School Approval:

Date: _____

Executive Director, Lake View Charter School

Coversheet

2021-2022 Compensation Policy

Section: II. Finance
Item: D. 2021-2022 Compensation Policy
Purpose: Vote
Submitted by:
Related Material: Employee Compensation_2122_LV.pdf
Salary Schedules_2122.pdf



Employee Compensation Policy

In order to recruit and retain employees committed to the Charter's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and shall be printed and made available for review at the office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Charter and employee negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

The Charter shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal Charter operations when permitted by law and memoranda of understanding.

The Executive Director or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

Charter employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.

However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

Legal Reference: Education Code, Sections 45022-45061.5; 45023; 45028; 45127-45133.5;

45160-45169; 45268;

Government Code, Sections 3540-3549; 3543.2; 3543.7;

Labor Code, Sections 226; 232

California Code of Regulations, Title 8, Section 11040

United States Code, Title 26, Section 409A

United States Code, Title 29, Sections 201-219; 203; 207; 213

Code of Federal Regulations, Title 26, Section 1.409A-1

Code of Federal Regulations, Title 29, Sections 516.4; 516.5-516.6;



541.0-

541.710; 553.1-553.51

Court Decisions:

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Policy Adopted:

North Charters
Homeschool Teacher Salary Schedule
 Schedule A- 190 Days
 Pay Scale Level*

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
	BA Degree Intern Credential**	BA + 30 Units	BA + 45 Semester Units OR Master's Degree	BA + 60 Semester Units OR MA + 12 Semester Units	BA + 75 Semester Units OR MA + 24 Semester Units	BA + 90 Semester Units OR MA + 39 Semester Units
Steps	Annual	Annual	Annual	Annual	Annual	Annual
1	\$58,240	\$58,240	\$58,500	\$58,740	\$59,000	\$59,240
2	\$58,240	\$58,240	\$58,500	\$58,740	\$59,000	\$59,240
3		\$58,240	\$58,520	\$58,760	\$59,240	\$60,721
4		\$58,260	\$58,520	\$58,460	\$59,240	\$62,239
5		\$58,260	\$58,540	\$58,780	\$60,721	\$63,795
6		\$58,260	\$58,540	\$58,780	\$62,239	\$65,390
7		\$58,280	\$58,560	\$60,250	\$63,795	\$67,025
8		\$58,280	\$59,878	\$61,756	\$65,390	\$68,700
9		\$58,280	\$59,878	\$63,300	\$67,025	\$70,418
10		\$59,737	\$61,375	\$64,882	\$68,700	\$72,178
11		\$59,737	\$62,756	\$66,504	\$70,418	\$73,983
12		\$61,230	\$64,168	\$68,167	\$72,178	\$75,832
13		\$61,230	\$65,612	\$69,871	\$73,983	\$77,728
14		\$62,761	\$67,088	\$71,618	\$75,832	\$79,671
15		\$62,761	\$68,597	\$73,408	\$77,728	\$81,663
16				\$75,243	\$79,671	\$83,500
17					\$81,663	\$85,379
18						\$87,300
19						\$89,264
20						\$91,273

Stipends	
Masters Degree	\$500
National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

Full time HSTs must hold a minimum of 28 students (unless specified differently in the job description) and with approval of their Charter Leader can support additional students at a \$100 stipend per student per month up to 35 students

*Annual salary is based on 190 work days. The 190 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to Class A

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

**North Charters
Specialized Teacher Salary Schedule**

High School Teacher, Virtual Teacher, Education Specialist, Speech Pathologist, Nurse, Occupational Therapist

Schedule B- 190 Days

Pay Scale Level*

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
	BA Degree Intern Credential **	BA + 30 Units	BA + 45 Semester Units OR Master's Degree	BA + 60 Semester Units OR MA + 12 Semester Units	BA + 75 Semester Units OR MA + 24 Semester Units	BA + 90 Semester Units OR MA + 39 Semester Units
Steps	Annual	Annual	Annual	Annual	Annual	Annual
1	\$58,240	\$59,950	\$60,240	\$60,500	\$60,740	\$61,000
2	\$58,240	\$59,950	\$60,240	\$60,500	\$60,740	\$61,000
3		\$59,950	\$60,260	\$60,520	\$60,760	\$62,525
4		\$59,970	\$60,260	\$60,520	\$62,279	\$64,088
5		\$59,970	\$60,280	\$60,540	\$63,836	\$65,690
6		\$59,970	\$60,280	\$62,054	\$65,432	\$67,333
7		\$59,990	\$61,787	\$63,605	\$67,068	\$69,016
8		\$59,990	\$63,332	\$65,195	\$68,744	\$70,741
9		\$59,990	\$64,915	\$66,825	\$70,463	\$72,510
10		\$61,490	\$66,538	\$68,495	\$72,225	\$74,323
11		\$63,027	\$68,201	\$70,208	\$74,030	\$76,181
12		\$64,603	\$69,906	\$71,963	\$75,881	\$78,085
13		\$66,218	\$71,654	\$73,762	\$77,778	\$80,037
14		\$67,873	\$73,445	\$75,606	\$79,722	\$82,038
15		\$69,570	\$75,281	\$77,496	\$81,715	\$84,089
16				\$79,434	\$83,758	\$85,981
17					\$85,852	\$87,916
18						\$89,894
19						\$91,916
20						\$93,985

Stipends	
Masters Degree	\$500
All Education Specialist (Teacher) contracts	\$1,000
Speech and Language Pathologist (with Credential)***	\$5,000
Nurse (with Credential)***	\$4,000
Occupational Therapist (with credential)***	\$3,000
National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

*Annual salary is based on 190 work days. The 190 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to Class A

*** Travel is a requirement of the assessment positions, travel will be reimbursed based on the reimbursement policy

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

North Charters
Leadership Salary Schedule
 Schedule C
 Pay Scale Level*

	Educational Services Coordinator	Coordinator II**	Coordinator I***	High School Counselor	School Counselor/ SST Coordinator
	215 Days**	207 Days**	200 Days**	207 Days**	195 Days**
Steps	Annual	Annual	Annual	Annual	Annual
1	\$91,000	\$81,000	\$78,000	\$70,000	\$63,000
2	\$93,000	\$83,000	\$80,000	\$72,000	\$65,000
3	\$95,000	\$85,000	\$82,000	\$74,000	\$67,000
4	\$97,000	\$87,000	\$84,000	\$76,000	\$69,000
5	\$99,000	\$89,000	\$86,000	\$78,000	\$71,000
6	\$101,000	\$91,000	\$88,000	\$80,000	\$73,000
7	\$103,000	\$93,000	\$90,000	\$82,000	\$75,000
8	\$105,000	\$95,000	\$92,000	\$84,000	\$77,000
9	\$107,000	\$97,000	\$94,000	\$86,000	\$79,000
10	\$109,000	\$99,000	\$96,000	\$88,000	\$81,000
11	\$111,000	\$101,000	\$98,000	\$90,000	\$83,000
12	\$113,000	\$103,000	\$100,000	\$92,000	\$85,000
13	\$115,000	\$105,000	\$102,000	\$94,000	\$87,000
14	\$117,000	\$107,000	\$104,000	\$96,000	\$89,000
15	\$119,000	\$109,000	\$106,000	\$98,000	\$91,000

Stipends	
Masters Degree	\$500
Doctorate Degree (conferred, transcripts required)	\$5,000

*Travel is a requirement of the School Psychologist position, travel will be reimbursed based on the reimbursement policy
 **Annual salary is based on the minimum number of work days. The work days listed for each position is a minimum number of work days, and team members may need to work additional days beyond the work calendar
 ***Please refer to the job description for the minimum number of rostered students and/or classes to be taught. With approval of their Director these positions can support additional students

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

North Charters
 Administrator Salary Schedule
 Schedule D
 Pay Scale Level*

	Director I	Director II	Assistant Director**	Program Administrator**
	215 Days*	215 Days*	215 Days*	215 Days*
Steps	Annual	Annual	Annual	Annual
1	\$145,000	\$125,000	\$110,000	\$110,000
2	\$147,000	\$127,000	\$112,000	\$112,000
3	\$149,000	\$129,000	\$114,000	\$114,000
4	\$151,000	\$131,000	\$116,000	\$116,000
5	\$153,000	\$133,000	\$118,000	\$118,000
6	\$155,000	\$135,000	\$120,000	\$120,000
7	\$157,000	\$137,000	\$122,000	\$122,000
8	\$159,000	\$139,000	\$124,000	\$124,000
9	\$161,000	\$141,000	\$126,000	\$126,000
10	\$163,000	\$143,000	\$128,000	\$128,000
11	\$165,000	\$145,000	\$130,000	\$130,000
12	\$165,000	\$145,000	\$130,000	\$130,000
13	\$165,500	\$145,500	\$130,500	\$130,500
14	\$165,500	\$145,500	\$130,500	\$130,500
15	\$166,000	\$146,000	\$131,000	\$131,000

Stipends	
Masters Degree	\$500
Doctorate Degree (conferred, transcripts required)	\$5,000
CBO Certificate	\$2,500

*Annual salary is based on the minimum number of work days. The work day listed for each position is a minimum number of work days, and team members may need to work additional days beyond the work calendar
 ***Must hold a minimum number of students or teach a class specified on job description and with approval of their Director can support additional students

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

North Charters
 Classified Salary Schedule
 Schedule E- 260 Days
 Pay Scale Level*

Steps	OFFICE TECH 1		OFFICE TECH 2		OFFICE TECH 3		OFFICE TECH 4	
	260 Days	2080 Hours	260 Days	2080 Hours	260 Days	2080 Hours	260 Days	2080 Hours
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	\$31,250	\$15.03	\$37,502	\$18.03	\$40,019	\$19.24	\$50,003	\$24.04
2	\$32,200	\$15.48	\$38,627	\$18.57	\$41,220	\$19.82	\$51,503	\$24.76
3	\$33,166	\$15.95	\$39,786	\$19.13	\$42,456	\$20.41	\$53,048	\$25.50
4	\$34,161	\$16.42	\$40,980	\$19.70	\$43,730	\$21.02	\$54,640	\$26.27
5	\$35,186	\$16.92	\$42,209	\$20.29	\$45,042	\$21.65	\$56,279	\$27.06
6	\$36,242	\$17.42	\$43,476	\$20.90	\$46,393	\$22.30	\$57,967	\$27.87
7	\$37,329	\$17.95	\$44,780	\$21.53	\$47,785	\$22.97	\$59,706	\$28.71
8	\$38,449	\$18.49	\$46,123	\$22.17	\$49,219	\$23.66	\$61,498	\$29.57
9	\$39,602	\$19.04	\$47,507	\$22.84	\$50,695	\$24.37	\$63,343	\$30.45
10	\$40,790	\$19.61	\$48,932	\$23.53	\$52,216	\$25.10	\$65,243	\$31.37
11	\$42,014	\$20.20	\$50,400	\$24.23	\$53,782	\$25.86	\$67,200	\$32.31
12	\$43,274	\$20.81	\$51,912	\$24.96	\$55,396	\$26.63	\$69,216	\$33.28
13	\$44,573	\$21.43	\$53,469	\$25.71	\$57,058	\$27.43	\$71,293	\$34.28
14	\$45,910	\$22.07	\$55,074	\$26.48	\$58,770	\$28.25	\$73,431	\$35.30
15	\$47,287	\$22.73	\$56,726	\$27.27	\$60,533	\$29.10	\$75,634	\$36.36

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

North Charters Stipend Chart	
Stipends are a fixed sum of money paid as an allowance in addition to regular pay for performing additional duties above and beyond the job description. In order to offer the stipend pay, the additional duties must be defined and outside of the job description scope of work.	
Stipend Position	Amount per Year
Elective Class (min 15 kids)	\$2,500
WASC (Self-Study) Lead	\$2,500
WASC Year Lead per school	\$500
California Healthy Youth Act Coach	\$2,500
NJHS & NHS Advisor	\$1,000
Academic Decathlon Stipend	\$5,000
New Teacher Mentor Teachers	\$500/teacher/semester
Extended School Year (ESY)	\$3,500
Induction Coach Stipend	\$500/teacher/semester
Curriculum Pacing Guide Development	\$1,000
Vendor Liason	\$1,000
Special Projects	\$500-\$3000

* Stipends are subject to budget and Charter need

Coversheet

Title IX Sexual Harassment Policy & Grievance Procedures

Section: III. Academic Excellence
Item: A. Title IX Sexual Harassment Policy & Grievance Procedures
Purpose: Vote
Submitted by:
Related Material:
Title IX Sexual Harassment Policy and Grievance Procedure - Lake View.pdf



Title IX Sexual Harassment Policy and Grievance Procedures

Title IX is a federal civil rights law that protects people from discrimination based on sex in education programs or activities that receive federal financial assistance. While many associate Title IX strictly with equity in access to sports and facilities irrespective of sex, it also applies to sexual harassment, including sexual violence.

Title IX regulations found in 34 C.F.R. Part 106 require extensive standards and grievance procedures for complaints of sexual harassment. This Title IX policy is intended to comply with those standards and procedures. The Title IX regulations apply to complaints of sexual harassment made by employees or by students.

Title IX regulations define sexual harassment more narrowly than the school's code of conduct or employee handbook. Some complaints of sexual harassment will not fall within the sexual harassment definitions of Title IX's regulations but will fall within the sexual harassment definitions within the student code of conduct or employee handbook. Each complaint a school receives alleging sexual harassment should be examined to determine which grievance procedures need to be followed. Some complaints might implicate multiple grievance procedures.

The purpose of the Lake View Charter School Governing Board approving this Title IX Sexual-Harassment Policy and Grievance Procedures is to accomplish the following:

1. Define Terms Outlined in the Policy
2. Outline the General Response to Sexual Harassment
3. Outline the Grievance Process for Formal Complaints of Sexual Harassment
4. Establish a Process for Hearings
5. Outline Determination Regarding Responsibility
6. Establish a Process for Appeals
7. Outline Informal Resolution
8. Outline Recordkeeping

1. Definitions:

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any other employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the individual accused of harassment ("Accused"). The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in 34 C.F.R. § 106.8(a).

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances over which the School exercised substantial control over both the accused and the context in which the sexual harassment occurs.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an accused and requesting that the School investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the School.

The phrase **“document filed by a complainant”** means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or
- (3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the accused before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School must maintain as confidential any supportive measures provided to the complainant or accused, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

2. **General Response to Sexual Harassment:** If the School has actual knowledge of sexual harassment in an education program or activity of the School against a person in the United States, the School must respond promptly in a manner that is not deliberately indifferent. A School is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

A School's response must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies those processes identified herein before the

imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Response to a Formal Complaint

In response to a formal complaint, a School must follow a grievance process outlined below. With or without a formal complaint, a School must comply with the School's General Response to Sexual Harassment process identified above.

Emergency Removal

The School may remove an accused from the School's education program or activity on an emergency basis, provided that the School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the accused with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave

The School may place an accused non-student employee on administrative leave during the pendency of a grievance process identified below.

3. Grievance Process for Formal Complaints of Sexual Harassment:

Discrimination on the Basis of Sex

The School's treatment of a complainant or an accused in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Grievance Process Generally

The School shall treat complainants and those accused equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the accused, and by following a grievance process that complies with this policy before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused. Remedies are to be designed to restore or preserve equal access to the School's education program or activity. Such remedies may include the same individualized services described above as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the accused.

The School shall require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a complainant, accused, or witness.

Title IX Coordinator: Any individual designated by the School as a Title IX Coordinator, investigator, decision-maker, or any person designated by the School to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or those accused generally or an individual complainant or accused. The School shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual

harassment, the scope of the School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The School shall ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth below. The School also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth below. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Presumption: The School shall include a presumption that the accused is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Time Frames: The School shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the School offers informal resolution processes, and a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the accused of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

1. Disciplinary Sanctions and Remedies: Following the determination of responsibility, the following reflect the range of possible disciplinary sanctions and remedies the School may implement:

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Lake View Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Lake View Charter School in response to a formal complaint of sexual harassment.

Standard of Evidence: For all formal complaints of sexual harassment against students, employees, and faculty, the standard of evidence to be used to determine responsibility is:

The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Appeals: The following include the procedures and permissible bases for the complainant and accused to appeal:

Should the reporting individual find Lake View Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Lake View Charter School's decision or resolution, submit a written appeal to the Governing Board President of Lake View Charter School Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Lake View Charter School will implement appeal procedures equally for both parties.
- Lake View Charter School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Supportive Measures: The following supportive measures are available to complainants and those accused:

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Lake View Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Lake View Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Lake View Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Lake View Charter School to provide the supportive measures.

Title IX Coordinator – Julie Haycock

Email- julie.haycock@lakeviewcharter.org

Phone Number- (916) 660-2934

Privileged Evidence: When making a determination of responsibility, the School will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Notice of allegations: When the School receives a formal complaint, the School will provide written notice to the parties who are known. Such written notice will contain the following:

- 1) Notice of the School's grievance process, including any informal resolution process;
- 2) Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined above, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.

Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

The written notice shall include a statement that the accused is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice must inform the parties of any provision in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or the accused that are not included in the notice provided above, the School must provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint:

The School shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined above even if proved, did not occur in the School's education program or activity, or did not occur against a person in the United States, then the School must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under title IX and implemented regulations; such a dismissal does not preclude action under another provision of the School's code of conduct.

The School may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the accused is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal described above, the School must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints. A School may consolidate formal complaints as to allegations of sexual harassment against more than one accused, or by more than one complainant against one or more accused, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one accused, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

Investigation of a Formal Complaint. When investigating a formal complaint and throughout the grievance process, the School shall:

- 1) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties provided that the School cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the

party, unless the School obtains that party's voluntary, written consent to do so for a grievance process under this policy. If a student is under the age of 18, the School must obtain the voluntary, written consent of the student's parent/guardian/education rights holder.

- 2) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- 3) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- 4) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or the accused in any meeting or grievance proceeding
- 5) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 6) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and
- 7) Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if a hearing is required under this policy or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

4. Hearings:

After the School has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the accused committed the

conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the accused and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

- 5. Determination Regarding Responsibility:** The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility applying the standard of evidence described above.

The written determination must include—

- 1) Identification of the allegations potentially constituting sexual harassment as defined above.
- 2) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
- 3) Findings of fact supporting the determination.
- 4) Conclusions regarding the application of the School's code of conduct to the facts.
- 5) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the accused, and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the complainant; and
- 6) The School's procedures and permissible bases for the complainant and the accused to appeal.

The School shall provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

- 6. Appeals:** The School shall offer both parties an appeal from a determination regarding responsibility **within five (5) days of the issuance of the Written Decision**, and from the School's dismissal of a formal complaint or any allegations therein, on the following bases:

- 1) Procedural irregularity that affected the outcome of the matter;
- 2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- 3) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against a complainant or an accused generally or the individual complainant or accused that affected the outcome of the matter.

The Title IX Appeals Officer (not Decision-Maker, Title IX Coordinator, or Investigator) shall issue written decision of an appeal within thirty (30) days from the receipt of the appeal.

As to all appeals, the School shall:

- 1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 2) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 3) Ensure that the decision-maker(s) for the appeal complies with the conflict of interest and bias standards set forth above;
- 4) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5) Issue a written decision describing the result of the appeal and the rationale for the result; and
- 6) Provide the written decision simultaneously to both parties.

7. Informal Resolution: The School may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy. Similarly, the School may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School—

- 1) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 2) Obtains the parties' voluntary, written consent to the informal resolution process; and
- 3) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

8. Recordkeeping:

A School must maintain for a period of seven years records of—

- i. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript of any hearing (if applicable), any disciplinary sanctions imposed on the accused, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;

- ii. Any appeal and the result therefrom.
- iii. Any informal resolution and the result therefrom; and
- iv. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School must make these training materials publicly available on its website, or if the School does not maintain a website the School must make these materials available upon request for inspection by members of the public.

For each response to a formal complaint required by this policy, the School must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the School must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the School's education program or activity. If a School does not provide a complainant with supportive measures, then the School must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the School in the future from providing additional explanations or detailing additional measures taken.



Title IX Sexual Harassment Complaint Form

Instructions: This form can be completed by any individual who has knowledge of a sexual harassment conduct occurring within Lake View Charter School's ("School") education program or activity. Please complete the information below to the best of your ability. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact the School's Title IX Coordinator listed below.

Contact Information and Complainant's (Person Making Complaint) Information

Full Name of Person Filing the Complaint Name: _____

Address: _____

Phone: _____ Email: _____

Complainant's Full Name (if different from above): _____

Respondent's (Accused) Information

Respondent's Full Name: _____

Is the accused a student? No Yes

If yes, what is the student's grade and relation to complainant: _____

Is the accused a School staff member? No Yes Other

If yes, what is the staff member's relation to the complainant (e.g., teacher)? _____

If other, what is the affiliation or organization: _____

Details of Complaint

Date of the Alleged Incident: _____ Location of Alleged Incident: _____

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident, whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to the complaint investigator.

Did the harassment occur within or during the School's program or activity? If so, please describe below:

Did this incident interfere with your ability to access or participate in the School's education program or activity? If so, please describe below:

List the individuals involved in the relevant incident(s):

List any witnesses to the incident(s):

Acknowledgements

By submitting this form to the School's Title IX Coordinator, I wish to initiate the School's formal Title IX Grievance Procedures.

Signature of Person Filing Complaint

Date

Once you have completed this form, please submit it to:

Julie Haycock
(916) 660-2934
julie.haycock@lakeviewcharter.org

Coversheet

Transgender & Gender Nonconforming Students Policy

Section: III. Academic Excellence
Item: B. Transgender & Gender Nonconforming Students Policy
Purpose: Vote
Submitted by:
Related Material: Transgender and Gender Nonconforming Students Policy - Lake View.pdf



Transgender and Gender Nonconforming Students Policy

Lake View Charter School (the “Charter School”) is committed to fostering an educational environment that is safe, welcoming, and free from stigma and discrimination for all students, regardless of gender identity or expression; facilitating compliance with local, state and federal laws concerning bullying, harassment, privacy and discrimination; and ensuring that all students have the opportunity to express themselves and live authentically.

The purpose of the Lake View Charter School Governing Board approving this Transgender and Gender Nonconforming Students Policy is to accomplish the following:

1. Define Gender, Gender Identify, Gender Expression, Gender Nonconforming, Intersex, Nonbinary/Genderqueer, Sex, Sexual Orientation, Transgender, and Transition
2. Outline Guiding Principles and Requirements of the Charter School
3. Establish Privacy and Confidentiality
4. Outline the Requirements of Pupil Records
5. Establish the Authorization to Use Name and Gender With Which the Student Identifies
6. Outline the Requirements of the Student’s Preferred Name and Pronoun
7. Outline the Requirements of Student Safety
8. Establish Restroom Accessibility
9. Outline Sports, Athletics, and Physical Education Requirements
10. Establish Access to School Activities and Programs
11. Establish Course Accessibility and Instruction
12. Outline the Training and Publication of the Transgender and Gender Nonconforming Students Policy

1. Definitions: These definitions are provided not for the purpose of labeling students but rather to assist in understanding this policy and the legal obligations of the school. Students may or may not use these terms to describe themselves or their experiences.

- **Gender:** A person's actual or perceived sex, including a person's gender identity and gender expression.
- **Gender Identity:** A person’s gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person’s physiology or assigned sex at birth. Gender identity may include being female, male, another gender or no gender. The responsibility for determining an individual’s gender identity rests with the individual. Children typically begin to understand their own gender identity by age four, although the age at which individuals come to understand and express their gender identity may vary based on each person’s social and familial development.
- **Gender Expression:** A person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one’s gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.
- **Gender Nonconforming:** One’s gender expression, gender characteristics or gender identity

that does not conform to gender stereotypes “typically” associated with one’s legal sex assigned at birth, such as “feminine” boys, “masculine” girls, and those who are perceived as androgynous. Students who adopt a presentation that varies from the stereotypic gender expectations sometimes may describe themselves as gender nonconforming, gender queer, gender fluid or nonbinary.

- Intersex: An umbrella term used to describe natural bodily variations, which can include external genitalia, internal sex organs, chromosomes or hormonal differences that transcend typical ideas of male and female.
- Nonbinary/Genderqueer: An umbrella term for people with gender identities that fall somewhere outside of the traditional conceptions of strictly either female or male. People with nonbinary gender identities may or may not identify as transgender, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns, and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant.
- Sex: It includes, but is not limited to, a person’s sex assigned or presumed at birth based on physical characteristics commonly associated with males or females, and is inclusive of a person’s gender.
- Sexual Orientation: It means heterosexuality, homosexuality, and bisexuality and is considered to be a person’s romantic, emotional, mental and/or sexual attraction to another person based on the gender of the other person.
- Transgender: An umbrella term used to describe people whose gender identity or gender expression is different from the gender they were assigned or presumed at birth. Some individuals who identify as transgender have medically transitioned, are undergoing gender affirming surgeries and hormonal treatments, while others do not choose any form of medical transition. There is no uniform set of procedures that are sought. Individuals may identify as female, male or nonbinary, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant. A transgender girl is a girl who was thought to be a male when she was born. A transgender boy is a boy who was thought to be female when he was born.
- Transition: The unique process in which one goes from living and identifying as one gender to live in alignment with one or more dimensions of the gender with which one identifies. Gender transition can occur at any age and can include social, medical and/or a legal transition.

2. Guiding Principles and Requirements: The school shall accept the gender identity that each student asserts. There are no medical or mental health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected. Students may initiate a process to change their name, pronoun, attire and access to School programs, activities and facilities. The school shall customize support to optimize each student’s access according to their gender identity.

3. Privacy and Confidentiality: All persons, including students, have a right to privacy. This includes keeping a student’s actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share.

School personnel may encounter situations where students have not publicly disclosed their

gender identity; therefore, school personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply or refer to a student's gender identity or expression. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance or health, school personnel should focus on the concern, not the student's gender identity or expression. For example, describe the matter in terms of the underlying issue (behavior/conduct, grade issue, attendance issue, health concern) without referring or linking to gender identity or expression.

When communicating with a student's parent, legal guardian, or educational rights holder ("parent"), school personnel should be aware that the student may not have disclosed their gender identity to their parents. When school personnel find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression), school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in deciding whether to disclose the student's gender identity or expression to parents.

- 4. Pupil Records:** The School is required to maintain in perpetuity mandatory permanent pupil records which include the legal name and sex of the student as indicated on official government issued documents such as birth certificates, passports and identification cards/permits. Mandatory interim pupil records may include, but are not limited to, progress and grade reports, transcripts, assessment data, health records, Individualized Education Programs (IEP) and Section 504 Plans. Permitted pupil records may include, but are not limited to, objective counselor and/or teacher ratings, standardized test scores older than three years, routine discipline data and verified reports of relevant behavior patterns. Per California law, student enrollment forms allow a parent to designate their child's gender as male, female or nonbinary.

The School will change a student's name and gender, or that of a former student, on pupil records when the name and/or gender of the student are changed. The student or former student may document the gender change by any of the following: State issued driver's license, birth certificate, passport, social security card, court order indicating a name change or a gender change or both. The new name and/or gender are the student's legal name and gender for all purposes, including school registration. Upon the submission of proper evidence of the aforementioned documentation, the student's legal name and/or gender in all school records shall be changed to reflect the legal name and/or gender change.

- 5. Authorization to Use Name and Gender With Which the Student Identifies:** The School shall permit students to use the name and gender with which they identify on school records, including pupil records. The records may include, but are not limited to, identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks and other site-generated records.

Upon authorization, the School shall input the student's name and gender with which they identify in the appropriate fields of the School's electronic data system to indicate how the student's name and/or gender will appear on documents issued by the school. If the authorization does not amount to a legal change in name or gender, the change will be reflected in the preferred name section of the School's electronic data system.

After the school receives and verifies the contents of the completed legal authorization, the School shall change the name and/or gender of the student in the School's electronic data

system and enter or cross- reference the name as AKA in the cumulative folder and registration card. This change is effective for School records only. If a student were to transfer to another school, the student should inquire at that school about a similar process.

- 6. Names/Pronouns:** Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.

Students shall be known by their name and gender of identity. However, there may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.

If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians. For communications with a student's parent/legal guardian, educational rights holders, school personnel should refer to this policy's prior section on "Privacy and Confidentiality."

Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of School policy and may constitute discrimination under State law.

- 7. Student Safety:** School staff must ensure that students are provided with a safe school environment that is free of discrimination, harassment, bullying or intimidation, which may include providing interim safety and emotional support measures. School staff and families should work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression.

School staff shall take all reported incidents of bullying seriously and take appropriate measures to ensure that the bullying stops.

School administration shall respond immediately to incidents of discrimination, harassment, bullying or intimidation by taking actions that include, but are not limited to the following: a) intervening to stop the behavior; b) investigating and documenting the matter; c) determining and enforcing appropriate interim measures and corrective actions; and d) monitoring to ensure that the behavior does not reoccur.

School staff should take all reasonable steps to ensure safety and access for students and support students' rights to assert their gender identity and expression. Interim safety measures may include increased monitoring of the parties, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, safety plans, training and educational materials to address climate, and provision of support resources (e.g., academic support, counseling, health and mental health services).

Students shall not be disciplined on the basis of their actual or perceived gender identity or expression.

Students shall be informed they have the responsibility to report incidents of discrimination,

Students shall be informed of their role in ensuring a school environment that is free from discrimination, harassment, bullying or intimidation.

In addition to or instead of filing a complaint at a site, any student or their duly authorized representative has the right to file a discrimination, harassment, bullying or intimidation complaint involving gender identity and expression under the Uniform Complaint Procedures with the School's Principal, Julie Haycock, ~~JulieH@Inspireschools.org~~
Julie.Haycock@lakeviewcharter.org

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is:

Title IX Coordinator - Julie Haycock
Email – Julie.Haycock@lakeviewcharter.org
Phone Number – (916) 660-2924

- 8. Restroom Accessibility:** Schools may maintain separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender identity. Students who identify as nonbinary should be granted access to the facility which they find best aligns with their gender identity.

If a student desires increased privacy, regardless of the reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall or all-gender restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom. For safety reasons, students should be given access to a restroom that allows reasonable access for appropriate supervision by staff. Regardless, all students are expected to exemplify appropriate behavior in restrooms.

- 9. Sports, Athletics and Physical Education:** When conducting physical education classes and fitness evaluations, teachers will address and evaluate students by their gender identity.

Performance on the state physical fitness test (Fitnessgram) is evaluated by the State of California in accordance with the sex reported. Students are to be tested according to their gender identity when students identify with a gender different from that in their pupil records. Test administration on this instrument allows for a designation of nonbinary or for students to not disclose their gender to the test administrator. However, the Healthy Fitness Zone charts, or health-related standards used to evaluate performance, are based on female and male genders only. In these events, physical education teachers shall make every effort to maintain confidentiality of student information.

Participation in competitive athletics, intramural sports, athletic teams, competitions and

contact sports shall be facilitated in a manner consistent with the student's gender identity and in accordance with the California Interscholastic Federation constitution and bylaws. Students who identify as nonbinary should be granted the opportunity to participate in athletic activities they find best align with their gender identity.

- 10. School Activities and Programs:** Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to, cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.
- 11. Course Accessibility and Instruction:** Students have the right to equitable learning opportunities in their school. Students shall not be required to take or be denied enrollment in a course on the basis of their actual or perceived gender identity or expression in any educational and academic program.
- 12. Training and Publication:** The School shall conduct training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators, counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees.

This policy will be distributed annually to students, parents/guardians and staff and it will also be included in any student codes of conduct, student handbooks and school websites.

Coversheet

Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

Section: III. Academic Excellence
Item: C. Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation
Policy
Purpose: Vote
Submitted by:
Related Material: Anti-Harassment Policy - Lake View.pdf



Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

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 or ethnicity (including ancestry, color, ethnic group identification and ethnic background; race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, which includes, but is not limited to, such hairstyles as braids, locks and twists), religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category. Lake View Charter School prohibits any such discrimination, harassment, intimidation, or bullying.

The purpose of the Lake View Charter School Governing Board approving this Anti-Harassment/Discrimination/Intimidation/Bullying/ Retaliation Policy is to accomplish the following:

1. Define Harassment, Discrimination, Intimidation, and Bullying
2. Identify Who the Policy Applies to
3. Identify Where the Policy Applies
4. Establish the Responsibility of Reporting
5. Identify Reporting Procedures
6. Identify Investigation/Complaint Procedures
7. Identify the Consequences of Retaliation
8. Outline the Protection of Individuals with Immigration Status
9. Outline the Procedures for Notifying Parents of Their Children's Right to a Free Public Education, Regardless of Immigration Status or Religious Beliefs

1. Definitions:

- **Harassment:** Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student or staff member because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent. Examples of such conduct include, but are not limited to:
 - Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading, or ridiculing another person or group

- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials or statements
- Graphic and written offensive or derogatory statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

- **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

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is:

Title IX Coordinator - Julie Haycock
Email – Julie.Haycock@lakeviewcharter.org
Phone Number – (916) 660-2924

- **Intimidation:** Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.
- **Bullying:** Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
- Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
- Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
- Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
- Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

- **Retaliation:** Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.
2. **Who the Policy Applies to:** It shall be a violation of this policy for any student, teacher, administrator or other employee of Lake View Charter School to discriminate against, harass, intimidate or bully another student, teacher, administrator, other employee or anyone associated with Lake View Charter School through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Lake View Charter School (e.g. an outside vendor, consultant or customer).
 3. **Where the Policy Applies:** 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.
 4. **Responsibility:** All Lake View Charter School employees have a responsibility for keeping our work environment free of discrimination, harassment, intimidation, and bullying.
 5. **Reporting:** Lake View Charter School encourages reporting of all perceived incidents of discrimination, harassment, intimidation, bullying, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. In addition, Lake View Charter School 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. Lake View Charter School 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 it is understood that an investigation will normally require the involvement of third parties. Lake View Charter School is serious about enforcing its policy against harassment; however, Lake View Charter School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to Lake View Charter School's attention so it can take whatever steps are necessary to correct the problems.
 6. **Investigation/Complaint Procedure:** All complaints of harassment or discrimination will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. Lake View Charter School 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.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. 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. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive 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 Lake View Charter School believes appropriate under the circumstances. Willful false and malicious complaints of harassment, discrimination or retaliation may be subject to appropriate disciplinary action.

7. **Consequences for Retaliation:** Retaliation against an individual who has a complaint or has formally reported discrimination, harassment, intimidation, or bullying or has participated in an investigation of such a complaint is a serious violation of this policy and, like discrimination, harassment, intimidation, or retaliation itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
8. **Immigration Status:** If the Charter School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
 - Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
 - Identify the signs of bullying or harassing behavior;
 - Take immediate corrective action when bullying is observed; and
 - Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.
9. **Parental Notification:** Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

10. **Sexual Harassment Poster:** The School shall create a poster that notifies pupils of the

applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the schoolsite. It may be prominently and conspicuously displayed in public areas at the schoolsite that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the schoolsite.

- 11. Posting:** This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.

Coversheet

Notice of Non-Discrimination

Section: IV. Operations
Item: A. Notice of Non-Discrimination
Purpose: Vote
Submitted by:
Related Material: Notice_of_Non-Discrimination Lake View 2021.pdf



NOTICE OF NON-DISCRIMINATION

This policy represents a combined Notice of Non-Discrimination required by various federal laws, including Title VI, Title IX, Section 504, Title II of the Americans with Disabilities Act and the Age Discrimination Act. Each of the laws requires a slightly different set of information to be contained in the required notices. This Notice incorporates those different requirements into one so that the school need not adopt Notices for each law.

The combined non-discrimination notice should contain 2 basic elements: 1) a statement of non-discrimination that specifies the basis for non-discrimination; and 2) identification by name or title, address, and telephone number of the employee(s) responsible for coordinating the compliance efforts.

Claims of discrimination by students in programs or activities conducted by the School must be processed in accordance with the School's Uniform Complaint Procedures ("UCP") required by the California Code of Regulations. 5 C.C.R. § 4610.

The Lake View Charter School prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, actual or potential parental, family, marital status, or association with a person or a group with one or more of these actual or perceived characteristics. Questions, concerns or complaints regarding compliance with Title IX student issues, please contact the Title IX Compliance Officer, Julie Haycock-Executive Director, 4672 County Road N Orland, CA 95963 (916) 241-8667. Questions, concerns or complaints regarding compliance with Title IX employee issues, please contact the Human Resources Director, Becky Harris 4672 County Road N Orland, CA 95963 (916) 241-8667. Questions, concerns or complaints regarding harassment, discrimination, intimidation and bullying, please contact the Equity Compliance Officer, Darcy Belleza, 4672 County Road N Orland, CA 95963 (916) 241-8667.

The **Lake View Charter School** does not discriminate on the basis of race, color, national origin, sex, disability, age, or any other legally protected category in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Student Rights Under Title IX

- (a) You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- (b) You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
- (c) You have the right to inquire of the athletic director of your school as to the athletic opportunities offered by the school.

NOTICE OF NON-DISCRIMINATION

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- (d) You have the right to apply for athletic scholarships.
- (e) You have the right to receive equitable treatment and benefits in the provision of all of the following: (1) Equipment and supplies. (2) Scheduling of games and practices. (3) Transportation and daily allowances. (4) Access to tutoring. (5) Coaching. (6) Locker rooms. (7) Practice and competitive facilities. (8) Medical and training facilities and services. (9) Publicity.
- (f) You have the right to have access to a gender equity coordinator to answer questions regarding gender equity laws.
- (g) You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on gender equity laws.
- (h) You have the right to file a confidential discrimination complaint with the United States Office of Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- (i) You have the right to pursue civil remedies if you have been discriminated against.
- (j) You have the right to be protected against retaliation if you file a discrimination complaint.

If you have a complaint about Title IX, contact the Title IX Coordinator listed above. You have 180 days of the date of the alleged discrimination, unless the time for filing is extended for good cause by the Title IX Coordinator. Although you are not required to utilize the School's internal grievance procedure, you may do so prior to filing a complaint with the Office of Civil Rights (OCR). If you use the School's internal grievance process, your Title IX complaint must be filed with the Office of Civil Rights within 60 days after the last act of the School's grievance process.

If using the School's grievance process, the School will investigate student Title IX claims of discrimination using the processes adopted through the Uniform Complaint Procedure. A copy of the School's Uniform Complaint Procedures is available on the School's website.

You may further pursue the complaint by contacting the OCR directly: <https://www2.ed.gov/about/offices/list/ocr/index.html>. The Web link for the OCR complaint form is found at <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>

You may further contact the OCR directly at 800-421-3481 or by emailing ocr@ed.gov.

Coversheet

Comprehensive Safety Plan 2021-2022

Section: IV. Operations
Item: B. Comprehensive Safety Plan 2021-2022
Purpose: Vote
Submitted by:
Related Material: With Legal edits-Comprehensive Safety Plan - Lake View 2021-2022.pdf

Lake View Charter School

Comprehensive School Safety Plan

2021-2022

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: 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 section 47605(c)(5)(F)(ii) requires California charter schools to develop a school safety plan, which shall include the topics listed in Education Code section 32282(a)(2)(A) to (J).

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, which shall include the development of all of the following:”

- A. Employee Fingerprint/Background Check – Ed Code 44237
- B. Child Abuse Reporting Procedures - Penal Code 11165.5 & .6
- C. Disaster Procedures, routine and emergency – Ed Code 32282; CCR Title 8, Sec 3220; ADA
- D. Suspension/Expulsion policies and procedures – Ed Code 47605, 48915
- E. Procedures to notify teachers of dangerous pupils – Ed Code 49079
- F. Discrimination and Harassment Policy (include hate crime reporting procedures and policies) – Ed Code 200, *et seq.**
- 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
- J. Procedures for conducting tactical responses to criminal incidents on campus and at school-related functions

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

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.

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(c)(5)(F)(i), which requires that “each employee of the charter school furnish the charter 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 11164, <i>et seq.</i>
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 and provide annual training regarding the required procedures for mandated reporters.

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 11164, <i>et seq.</i>
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

...a mandated reporter shall make a report to an agency...whenever the mandated reporter, in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report 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. Charter schools, school districts and preschools are able to provide an environment for training of children, parents, and all school staff.
3. Primary prevention programs in charter schools and 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 11164, <i>et seq.</i>
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, includes the following:
 - a. Physical abuse resulting in a non-accidental physical injury or death.
 - 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 11164, <i>et seq.</i>
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 or neglect. (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 11164, <i>et seq.</i>
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, fax or electronically transmit 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 charter school 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 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 11164, <i>et seq.</i>
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 11164, <i>et sq.</i>
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 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: Disaster Procedures, Routine and Emergency - Ed Code 32282; 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: 916-382-8873

Department: Executive Director
Email: julie.haycock@lakeviewcharter.org

Name: Shannon Breckenridge
Phone: (916) 521-1793

Department: Assistant Director
Email: shannon.breckenridge@lakeviewcharter.org

Plan Approval:

Name of Responsible Party

Title

Signature

Date

EMERGENCY TELEPHONE NUMBERS

FACILITY EMERGENCY NUMBERS	
1. Emergency Operations Center	Students primarily school at home. Parents would use local emergency information pertaining to where they live.
2. Alternate Location 916-532-5923	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 of 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

Education Code section 32282(a)(2)(B)(i) requires schools to establish an earthquake emergency procedure system in every public school building having an occupant capacity of 50 or more pupils or more than one classroom. The charter school may work with the Office of Emergency Services and the Alfred E. Alquist Seismic Safety Commission to develop and establish the earthquake emergency procedure system.

WHAT SPECIFIC LAWS* APPLY TO SCHOOLS

Earthquake Emergency System

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 the charter school serve as a possible public shelter
- Take mitigation measures to ensure the safety of students and staff—such as securing equipment and furniture.

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 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

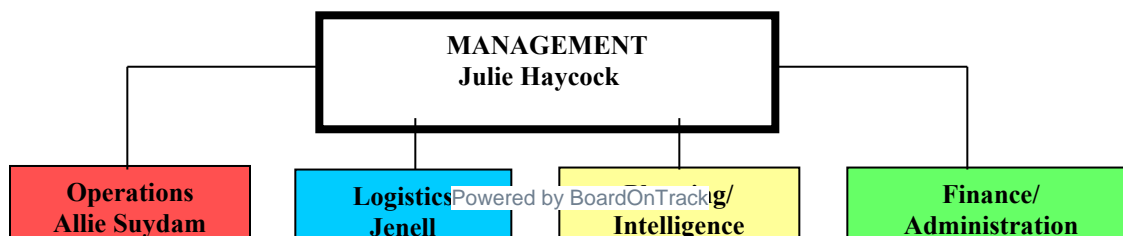
The control of and response to emergencies is the sole responsibility of the site teams *until* first responders arrive. Once they arrive, incident command transitions to **“Unified Command.”** This transition is immediately facilitated by an on-site briefing of first responders by the Management Staff 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 2021-2022

Julie Haycock
Shannon Breckenridge
Deborah Bryant
Mara Hull
Sherrie Noel
April Winn
Cathleen Tuttle
Christina Slates
Danielle Netherton
Dianna Gartner
Heather Rae Sprague
Heidi Blanchard
Jennifer Johnston
Jodi Nairz
Kara Tupy
Kimberly Baker
Lynae Condit
Monica Mendez
Rebecca Matthews
Sarah Davis
Shane Johnston
Tanya Parish
Linda Martin
Whitney Teal
Gabriella Rubalcava
Jennifer Kramer
Kathryn Forman

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 the 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 an employee has an assignment on the 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 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 the 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 the 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 the vehicle and establish radio contact with the 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 a 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 your head.
- Listen for directions from law enforcement.
- Provide your name to the 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 the suspect still on site and do you know the 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 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 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.

Schools 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

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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 the Buckeye 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.

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 School 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, students 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 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 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 the 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 the 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.

The 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 the 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(d)
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

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

Education Code section 48915(d)

If a student has committed any of the following, the student will be recommended for expulsion if the act was committed at school or at a school activity off school grounds:

- Possessing, selling, or otherwise furnishing a firearm. This section does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This section applies to an act of possessing a firearm only if the possession is verified by an employee of the school. The act of possessing an imitation firearm, as defined in Education Code section 48900(m), is not an offense for which suspension or expulsion is mandatory, but it is an offense for which suspension or expulsion may be imposed.
- Brandishing a knife at another person.
- Unlawfully selling a controlled substance listed in Health and Safety Code, commencing with section 11053.
- Committing or attempting to commit a sexual assault or sexual battery as defined in Education Code section 48900(n).
- Possession of an explosive.

If a student has been recommended for expulsion for any of the actions listed above, the student will be afforded the due process provided for all students facing expulsion from Lake View Charter School, as identified in Lake View Charter School’s Suspension and Expulsion policy. If a student is expelled for committing any of the acts listed above, Lake View Charter School shall refer the student back to the student’s district of residence for continuation of that student’s education. That school system may refer the pupil to a program of student that meets all of the following conditions: 1) is appropriately prepared to accommodate pupils who exhibit discipline problems; 2) is not provided at a comprehensive middle, junior,

or senior high school, or at any elementary school; 3) is not housed at the schoolsite attended by the pupil at the time of suspension.

Education Code section 48900: Serious Acts that Would Lead to Suspension, Expulsion, or Mandatory Expulsion Recommendations in Accordance with Lake View Charter School's Suspension and Expulsion Policies

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Grounds for Suspension and Expulsion of Students: The following reflect the serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations in accordance with Lake View Charter School's Suspension and Expulsion Policy. Any suspension or expulsion of a student shall follow required due process as described in the Suspension and Expulsion Policy, as well as all other processes identified therein. A full copy of the Suspension and Expulsion Policy is available below.

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.

Enumerated Offenses:

Suspension or Expulsion may be recommended if a 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.

Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of an object of this type, the pupil had obtained written permission to possess the item from a certificate school employee, which is concurred in by the principal or the designee of the principal.

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.

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 (only students in grades 9-12, inclusive, may be suspended based upon this action. No student shall be expelled based upon this action).

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, or 289, or former Section 288a, 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 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.

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 (cyber-bullying).

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 (cyber-bullying), 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:
 - 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 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.



Comprehensive School Safety Plan

Lake View Charter School
Section I: Suspension/Expulsions rules and procedures - Ed Code 47605
Part 1: Rules and Procedures of School Discipline/Process and Procedures

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 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 Lake View 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.

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

- 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.

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.

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.

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.

Comprehensive School Safety Plan

Lake View Charter School
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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.

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. 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.

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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

- 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.

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.

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.

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Section I: Suspension/Expulsions rules and procedures - Ed Code 47605
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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 circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

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.

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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.

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.

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Section I: Suspension/Expulsions rules and procedures - Ed Code 47605
Part 1: Rules and Procedures of School Discipline/Process and Procedures

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.

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.

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.

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.

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.

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.

Suspensions and Expulsions for School Year 2019–2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019–2020	District 2019–2020	State 2019–2020
Suspensions	0.00%	0.00%	--
Expulsions	0.00%	0.00%	--

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

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 are presented below.

From California Education Code Section 49079

- (a) A school district shall inform the teacher of every student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Education Code sections 48900 (except for subdivision (h)), 48900.2, 48900.3, 48900.4 or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. Lake View Charter School shall provide the information to the teacher based on any written records that Lake View Charter School maintains in its ordinary course of business or receives from a law enforcement agency regarding a student described in this section.
- (b) No school district, officer or employee, shall be liable for providing information under this section unless it is proven that the information was false and the school, officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity. Lake View
- (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.

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 engaged 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 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 E: 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 E: Discrimination and Sexual Harassment Policy
Part 2: Sexual Harassment – All Personnel

The Governing Board prohibits sexual harassment in the working environment of 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 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 School 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 Lake View 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 E: Discrimination and Sexual Harassment Policy
Part 2: Sexual Harassment – All Personnel

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School’s Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School’s Title IX Coordinator is:

Title IX Coordinator – Julie Haycock
Email- julie.haycock@lakeviewcharter.org
Phone Number- (916) 382-8873

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 publication that sets forth the school’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 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 school’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 E: 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 school administrator.

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

The School 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 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.

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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.

Comprehensive School Safety Plan

Lake View Charter School
Section E: Discrimination and Sexual Harassment Policy
Part 3: Sexual Harassment – Students

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 school's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There

may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is:

Title IX Coordinator – Julie Haycock

Email- julie.haycock@lakeviewcharter.org

Phone Number- (916) 382-8873



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 publication that sets forth the school’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 F: School Dress Code, if it exists. CA Ed Code: Sections 35183
Part 1: Non-classroom based program does not have a dress code.

Comprehensive School Safety Plan

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

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

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 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 school 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 ensure 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 school’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

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

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

- 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

Comprehensive School Safety Plan

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

MENTAL HEALTH TEAM	
Nancy Carson, M.S., PPS Mental Health Coordinator Mobile #: (626) 327-9202 Email: nancycc@inspireschools.org	
Micah Samuels, M.S. MH School Psychologist Mobile #: (626) 250-9132 Email: micah@inspireschools.org 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.

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 school’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.

Comprehensive School Safety Plan

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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 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. **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 having experienced:

- A catastrophic event happened which affects their attendance
 - Natural Disaster i.e fire, flood, earthquake, tornado, etc.
- A victim of a family crisis
 - Domestic Violence
 - Sexual Abuse
 - Chronic Illness
 - Loss (Death, divorce, relocation)
- Placement Change

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- Juvenile Hall
- Residential Treatment Center
- Student is potentially suicidal (has attempted and/or commented about having suicidal thoughts or a plan to harm themselves or others)
 1. The staff member will fill out a referral survey (Student in Crisis/Suicide Risk Survey).
 2. The Mental Health Team will contact the reporting school staff, the student, and the parent or guardian and will complete the Student in Crisis or Suicide Risk Assessment. If the referral is for possible suicide or self-harm the school staff may recommend that the student is continuously supervised to ensure their safety.
 3. The Mental Health Team will develop a Parent Support Plan with the family 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
 4. The Director, Executive Director, and school psychologist will be alerted of the situation as soon as reasonably possible.

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 (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)

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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.

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.

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5. Complete follow-up with student and parent when student returns.
6. Contact CPS if suspected abuse.
7. Complete confidential Suicide assessment risk form.
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 Mental Health Team shall maintain records and documentation of actions taken at the school for each case.

Notes, documents and records related to the incident are considered confidential information and remain privileged to authorized personnel. These documents should be kept in a confidential file separate and apart from the student's cumulative records.

If the student transfers to a school within or outside the sending school may contact the receiving school to share information and concerns, as appropriate, to facilitate a successful supportive transition.

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Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis:

Treat every threat with seriousness and approach with a calm manner; make the student a priority. Listen actively and non-judgmental to the student. Let the student express his or her feelings.

Acknowledge the feelings and do not argue with the student.

Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress.

Explain calmly and get the student to a trained professional, school psychologist, school counselor, or designated staff to further support the student.

Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

Students

Each school site and program within shall identify, disseminate and prominently display a process for students to safely notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

Parental Notification and Involvement

Each school within shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

After a referral is made for a student, school staff shall verify with the Parent/guardian/caregiver that 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

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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 school crisis response team

School 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 school 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.

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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.

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

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 meet 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.

AB 685 (Reyes) – COVID-19: imminent hazard to employees: exposure: notification: serious violations
 Lake View Charter School has developed a COVID-19-Prevention Plan and the COVID-19 School Guidance Checklist. Along with, LVCS participates in the Cal/OSHA Notice and Reporting Obligations (AB 685.) AB 685 is effective January 1, 2021 and expires January 1, 2023.

LVCS, under the Cal/OSHA regulations, will follow the Employer Notice and Reporting Requirements in AB 685. LVCS must inform staff who may have been exposed to COVID-19. If independent contractors were onsite during the potential exposure period, they also would need to be notified. Notice must be given within one business day, without revealing the identity of the person who may have spread the virus. LVCS within 48 hours will report an “outbreak” to the local public health agency.

Lake View Charter School will

- Notify the Local Health Department.
- Exclude from school for 10 days from symptom onset date or, if asymptomatic, for 10 days from specimen collection date.
- Identify school contacts (+), inform the LHD of identified contacts, and exclude contacts (possibly the entire stable group (++) from school for 10 days after the last date the case was present at school while infectious.
- Recommend testing asymptomatic contacts 5-7 days from last exposure and immediate testing of symptomatic contacts (negative test results will not shorten 10- day exclusion)
- School community notification of a known case.
- Notification of persons with potential exposure if case was present in school while infectious day exclusion).
- Disinfection and cleaning of classroom and primary spaces where case spent significant time.

COVID-19 Notification Requirements



	Outbreak Presumption (LC 3212.88)	Employee Notification (LC 6409.6(a))	Local Reporting (LC 6409.6(b))	OSHA (LC 6409.1)
Who	Claims Administrator	Employees	Local public health agency	OSHA
Requisite Knowledge	Positive COVID-19 test	Potential exposure to COVID-19	COVID-19 outbreak	Work related illness resulting in hospitalization within 24 hours, or death within 30 days
When	Three business days	One business day	48 hours	Five days (eight hours for serious injury or death)
How	Email or fax	In writing (including email or text message)	Unspecified	5020 Form

"COVID-19 exposure" is defined as being within 6 feet of an infected person, for a cumulative total of at least 15 minutes within 24 hours, during the high-risk exposure period. Cal/OSHA's notice requirements differ in some ways from those imposed by AB 685, a state law that took effect on Jan. 1. AB 685 requires employers to notify workers of potential exposure when they become aware of:

- A confirmed COVID-19 case.
- A positive COVID-19 diagnosis.
- A COVID-19-related order to isolate.
- A death due to COVID-19.

Under AB 685, notice must be provided within one business day to all employees who may have been exposed. If subcontracted employees potentially were exposed, their employers would need to be notified.

COVID-19 RELATED EMPLOYMENT LEAVE POLICIES

EMERGENCY PAID SICK LEAVE ("COVID-PSL")

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.

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.

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.

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.

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.

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.

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.

Intermittent Leave

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

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.

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.

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.

Termination

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

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.

Coversheet

2021-2022 Enrollment Dates

Section: IV. Operations
Item: C. 2021-2022 Enrollment Dates
Purpose: Vote
Submitted by:
Related Material: Open Enrollment Dates 21-22_LV.pdf



Enrollment Dates 2021-2022

Open Enrollment Period

March 22-April 9

Coversheet

Auditor Selection

Section: IV. Operations
Item: D. Auditor Selection
Purpose: Vote
Submitted by:
Related Material: Lake View Charter School Engagement Letter 2020-2022.pdf



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

March 23, 2020

Lake View Charter School
4672 County Road
North Orland, CA 95963

We are pleased to confirm our understanding of the services we are providing for Lake View Charter School for the year ending June 30, 2020, with the option to renew for the years ending June 2021 and 2022. We will audit the statement of financial position of Lake View Charter School as of June 30, 2020, 2021 and 2022, and the related statements of activities, and cash flows for the years then ended. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole.

1. Charter Organizational Structure
2. Schedule of Average Daily Attendance
3. Schedule of Instructional Time
4. Reconciliation of Financial Reports – Alternative Form with Audited Financial Statements
5. Schedule of Expenditures of Federal Awards (if Uniform Guidance applies*)

In addition, we will prepare the Federal and State tax returns for fiscal year ending June 30, 2020, with the option to renew for the years ending June 2021 and 2022.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*, if applicable.
- The types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810.

*A Federal Single Audit under Uniform Guidance is applicable in any year that Lake View Charter School expends more than \$750,000 in Federal funds.

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, if applicable, and *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, prescribed in Title 5, California Code of Regulations, section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Lake View Charter School. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Lake View Charter School. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, if applicable.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Lake View Charter School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lake View Charter School's major programs. The purpose of those procedures will be to express an opinion on Lake View Charter School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, if applicable. A Federal Single Audit under Uniform Guidance becomes applicable when Lake View Charter School expends more than \$750,000 in Federal funds in any given year.

Tax Preparation Services

We will prepare your annual informational returns for the IRS (Form 990 or 990-EZ, as appropriate) and Franchise Tax Board (Form 199) with supporting schedules, and perform related research as considered necessary. This engagement pertains to the years per above. Our responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. Each annual engagement will be complete upon the delivery of completed returns to you.

It is your responsibility to provide us with all the information required for preparing complete and accurate returns. You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the return(s) to us.

We may provide you with a questionnaire or other document requesting specific information. Completing those forms will assist us in making sure you are well served for a reasonable fee. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. We will not verify the information you give us; however, we may ask for additional clarification of some information.

You also have final responsibility for the tax return and, therefore, the appropriate officials should review the return carefully before an authorized officer signs and files it.

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the bookkeeping and tax services we provide; and for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

If, during our work, we discover information that affects your prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us for the best resolution of the issue.

Our work in connection with the preparation of the tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.

In accordance with federal law and under no circumstances will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the due date of the return. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone or by turning over information about those communications to the government, you, your employees, or agents, may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication; you agree to provide us with written advance authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege. The return(s) may be selected for review by the taxing authorities.

In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s).

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Lake View Charter School in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, if applicable (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, if applicable, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance., if applicable, You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; if applicable (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; if applicable (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

If a Federal Single Audit under Uniform Guidance is performed, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

The audit documentation for this engagement is the property of Christy White, Inc. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller General of the United States or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller’s Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	2019-20	<i>(optional)</i> 2020-21	<i>(optional)</i> 2021-22
Audit Services	\$ 9,100	\$ 9,280	\$ 9,465
Tax Preparation	1,200	1,200	1,200
Total Professional Services	\$ 10,300	\$ 10,480	\$ 10,665

**If Federal Single Audit under Uniform Guidance becomes applicable during any given year, an additional \$2,000 will be added to the annual audit services fee.*

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Lake View Charter School during the period under this agreement, shall be in addition to the above maximum fee

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year’s audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2020 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the Organization. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2022 may be secured on a year by year basis, subject to the agreement of the Organization and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc. has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Christy White, CPA
President
Christy White, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Lake View Charter School.

Please check your selection:

Audit Only

Audit and Tax Preparation



Signature

Executive Director

Title

5-5-20

Date

Coversheet

Board Resolution - Withdraw Relationship From ThinkSuite

Section: IV. Operations
Item: E. Board Resolution - Withdraw Relationship From ThinkSuite
Purpose: Vote
Submitted by:
Related Material: Resolution document - Lake View ThinkSuitev.1.pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF

Lake View Charter School

**Board Resolution to Withdraw
Relationship From ThinkSuite**

The Board of Directors (“Board”) of Lake View Charter School, a tax exempt, California nonprofit public benefit corporation operating public charter schools, does hereby adopt the following resolution pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4, (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools:

WHEREAS, Lake View Charter School is a client of ThinkSuite, an operational support provider and

WHEREAS, ThinkSuite has provided a good level of service to Lake View Charter School, however, it is in Lake View Charter School’s best interest to compare prices and offerings from other operational support providers to see if we can obtain more attractive prices and services based on the strength of our organization today; and

WHEREAS, ThinkSuite required that its members pass a Board Resolution prior to notifying its intent to withdraw from their operational services. This is merely a notice that Lake View Charter School intends to explore alternative providers and does not preclude us from continuing to obtain operation support from ThinkSuite; and

WHEREAS, The Executive Director is hereby authorized to execute an and all documents as necessary to carry out the purposes of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Executive Director hereby is authorized to certify this resolution.

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution at a regular Board meeting this __th day of February 2021.

By: _____

Lake View Charter School, Executive Director

Resolution of the Board of Directors
Lake View Charter School

Coversheet

Board Resolution - Withdraw Membership From CharterSAFE Joint Powers Authority

Section: IV. Operations
Item: F. Board Resolution - Withdraw Membership From CharterSAFE Joint Powers Authority
Purpose: Vote
Submitted by:
Related Material: Resolution document, CharterSAFE - Lake View .pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF

Lake View Charter School

**Board Resolution
to Withdraw Membership
From CharterSAFE Joint Powers Authority**

The Board of Directors (“Board”) of Lake View Charter School, a tax exempt, California nonprofit public benefit corporation operating public charter schools, does hereby adopt the following resolution pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4, (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools:

WHEREAS, Lake View Charter School is a member of CharterSAFE, a pooled self-insurance program for elective members and maintains Workers Comp insurance through CharterSAFE; and

WHEREAS, CharterSAFE has provided a good level of service to Lake View Charter School, however, it is in Lake View Charter School’s best interest to compare prices and offerings from other insurance providers to see if we can obtain more attractive prices and services based on the strength of our organization today; and

WHEREAS, CharterSAFE required that its members pass a Board Resolution prior to notifying its intent to withdraw from their self-insurance program. This is merely a notice that Lake View Charter School intends to explore alternative insurance providers and does not preclude us from continuing to obtain our insurance from CharterSAFE; and

WHEREAS, The Executive Director is hereby authorized to execute an and all documents as necessary to carry out the purposes of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Executive Director hereby is authorized to certify this resolution.

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution at a regular Board meeting this __th day of February 2021.

By: _____

Lake View Charter School , Executive Director