Clarksville Charter School

Regular Scheduled Board Meeting

Date and Time

Thursday February 25, 2021 at 7:00 PM PST

Zoom Link: https://zoom.us/j/99211506364

Meeting ID: 992 1150 6364
Join by Phone: (669) 900-6833

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 PM**
A.	Record Attendance			1 m
B.	Call the Meeting to Order		Emily Allen	1 m
C.	Approval of the Agenda (p. 1-3)	Vote		1 m
D.	Public Comments			2 m
E.	Executive Director's Report (p. 4-14)		Jenell Sherman	10 m
F.	Approve Minutes (p. 15-21)	Approve Minutes		1 m

		Purpose	Presenter	Time
II.	**Finance**			**7:16 PM**
A.	January Financials & 2nd Interim Report (p. 22-48)	Vote	Darlington Ahaiwe	10 m
B.	Budget Considerations for 2021-2022 School Year (p. 49-60)	Discuss	Jenell Sherman	5 m
C.	2021-2022 Staff Contracts (p. 61-103)	Vote	Jenell Sherman	5 m
D.	2021-2022 Compensation Policy (p.104-112)	Vote	Jenell Sherman	5 m
III.	**Academic Excellence**			**7:41 PM**
A.	Title IX Sexual Harassment Policy & Grievance Procedures (p. 113-125)	Vote	Jenell Sherman	5 m
B.	Transgender & Gender Nonconforming Students Policy (126-132)	Vote	Jenell Sherman	5 m
C.	Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy (p. 133-139)	Vote	Jenell Sherman	5 m
IV.	**Operations**			**7:56 PM**
A.	Notice of Non-Discrimination (p. 140-142)	Vote	Jenell Sherman	5 m
B.	Comprehensive Safety Plan 2021-2022 (p. 143-246)	Vote	Jenell Sherman	5 m
C.	2021-2022 Enrollment Dates (p. 247-248)	Vote	Jenell Sherman	2 m
D.	Auditor Selection (p. 249-291)	Vote	Jenell Sherman	5 m
E.	Board Resolution - Withdraw Relationship From ThinkSuite (p. 292-293)	Vote	Jenell Sherman	5 m
F.	Board Resoluition - Withdraw Membership From CharterSAFE Joint Powers Authority (p. 294-295)	Vote	Jenell Sherman	5 m
G.	CSO Board Member Nomination (p. 296-298)	Vote	Jenell Sherman	5 m

		Purpose	Presenter	Time
V.	**Governance**			**8:28 PM**
A.	Board Self Evaluation (p. 299-317)	Vote	Jenell Sherman	10 m
B.	Board Adhoc Commitee: Budget and Finance (p. 318-324)	Vote	Emily Allen	10 m
VI.	**Closing Items**			**8:48 PM**
A.	Board of Director's Comments & Requests	Discuss		2 m
B.	Announcement of Next Regular Scheduled Board Meeting March 25, 2021 at 7:00 p.m.	FYI		1 m
C.	Adjourn Meeting	Vote		

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Coversheet

Executive Director's Report (p. 4-14)

Section: I. Opening Items
Item: E. Executive Director's Report (p. 4-14)
Purpose: FYI
Submitted by:
Related Material: ED Report Clarksville- February 2021.pdf

CLARKSVILLE
CHARTER SCHOOL

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)

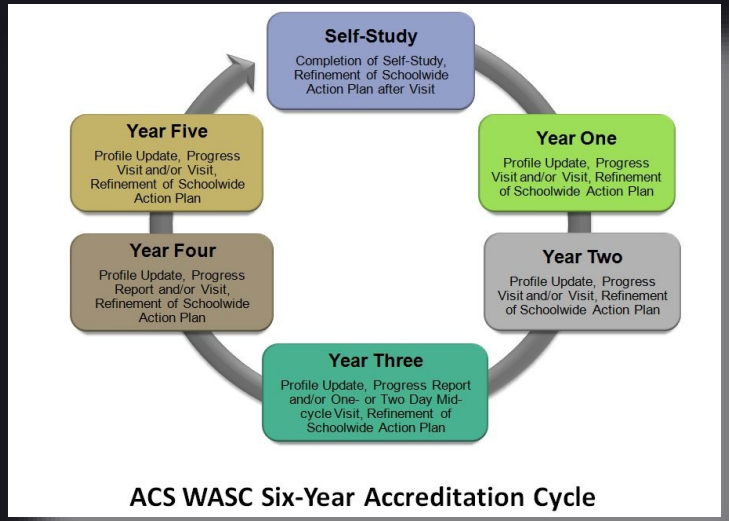
The boards of all four schools voted to become members of Sequoia Grove Charter Alliance, so plans are in motion to move forward!

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

SEQUOIA GROVE CHARTER ALLIANCE



CLARKSVILLE WASC VISIT



ACS WASC Six-Year Accreditation Cycle

The WASC Visiting Committee performed their virtual visit February 8-10

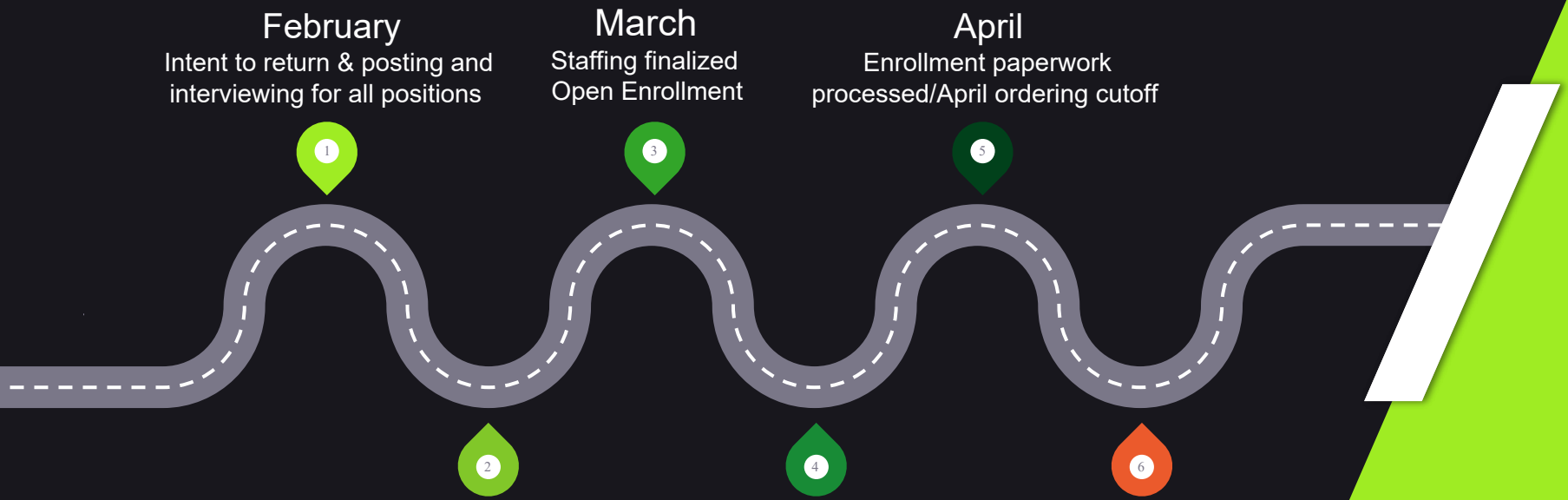
The visiting committee met with focus groups, board members, financial team, leadership, observed virtual classes and learning period meetings.

The committee shared strengths and areas of growth and will be completing the official report and accreditation recommendation.

HIRING FOR 2021-22 SCHOOL YEAR

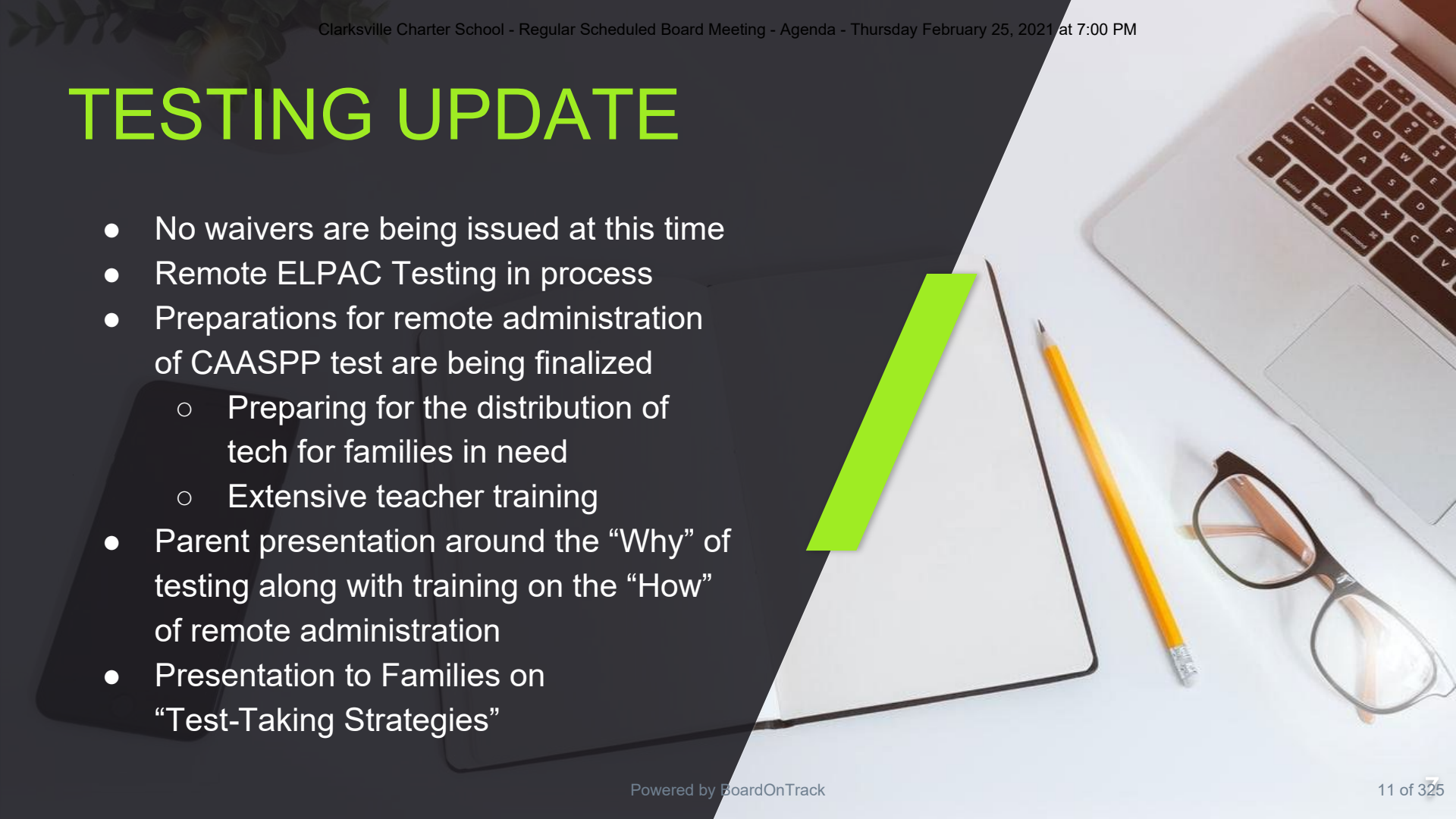
- Director Interviews
- Assistant Directors & Program Administrators
- Staff Intent to Return
- Hiring Website to streamline postings

STAFFING & ENROLLMENT TIMELINE FOR 21-22 SCHOOL YEAR



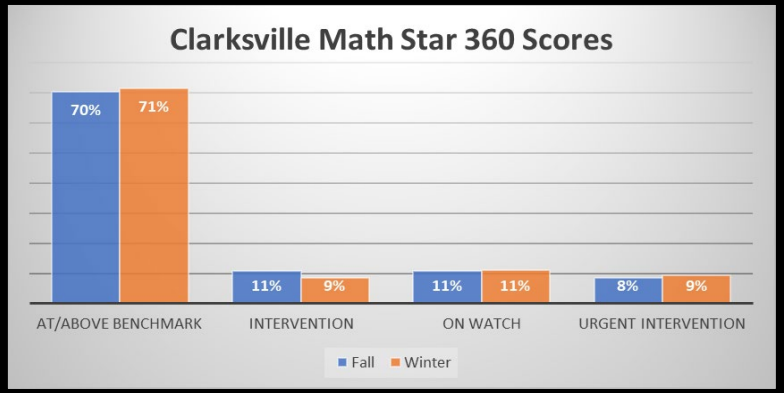
TESTING UPDATE

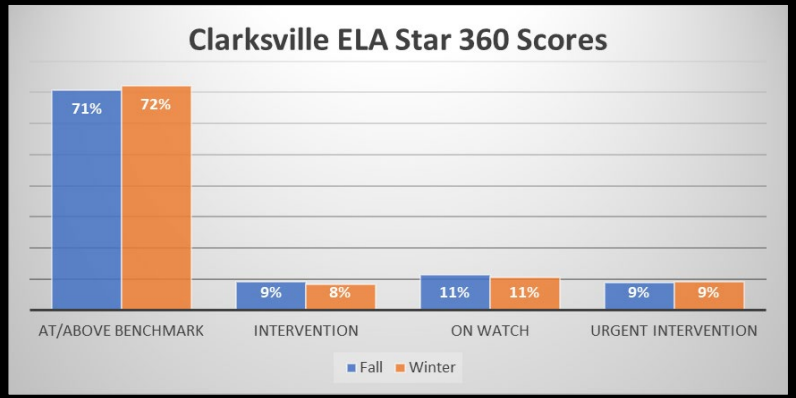
- No waivers are being issued at this time
- Remote ELPAC Testing in process
- Preparations for remote administration of CAASPP test are being finalized
  - Preparing for the distribution of tech for families in need
  - Extensive teacher training
- Parent presentation around the “Why” of testing along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



TESTING UPDATE- CLARKSVILLE

Fall and Winter Star Assessment Comparison





- Academic growth in both Math and ELA from Fall to Winter
- Approximately 18%of students are in need of academic intervention in Math
- Approximately 17%of students are in need of academic intervention in ELA

ENROLLMENT REPORT

CLARKSVILLE
CHARTER SCHOOL

Enrollment Update from Principal
Clarksville Charter School

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

Grade	Alpine	Amador	El Dorado	Placer	Sacramento	Totals
TK	0	1	17	1	2	21
KN	0	9	72	8	8	97
1	1	5	71	9	6	92
2	0	11	88	13	9	121
3	0	15	66	9	14	104
4	0	10	75	6	11	102
5	1	7	69	9	8	94
6	0	5	75	10	7	97
7	0	7	80	12	9	108
8	0	6	67	8	9	90
9	0	2	60	8	11	81
10	0	5	29	12	7	53
11	0	1	33	9	11	54
12	0	1	32	10	6	49
Curent Total	2	85	834	124	118	1163
Variance	2	0	-20	-3	-27	-48

THANK YOU TO OUR BOARD MEMBERS!



We appreciate your time and dedication to our schools!

Any questions?

Coversheet

Approve Minutes (p. 15-21)

Section: I. Opening Items
Item: F. Approve Minutes (p. 15-21)
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Scheduled Board Meeting on January 28, 2021

APPROVED

Clarksville Charter School

Minutes

Regular Scheduled Board Meeting

Date and Time
Thursday January 28, 2021 at 7:00 PM

Zoom Link: https://zoom.us/j/99211506364

Meeting ID: 992 1150 6364
Join by Phone: (669) 900-6833

Directors Present
Emily Allen (remote), Kelley Laliberte (remote), Keri Dalebout (remote), Lisa Jobe (remote)

Directors Absent
Kathleen Burwell-Callero

Guests Present
Carrie Carlson (remote), Darlington Ahaiwe (remote), Jenell Sherman (remote), Kathy Fagundo (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Emily Allen called a meeting of the board of directors of Clarksville Charter School to order on Thursday Jan 28, 2021 at 7:03 PM.

C. Approval of the Agenda (p. 1-3)

Emily Allen made a motion to approve the agenda.
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Kathleen Burwell-Callero	Absent
Kelley Laliberte	Aye
Emily Allen	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

D. Public Comments

No public comments.

E. Executive Director's Report (p. 4-15)

Jenell Sherman presented the Executive Director's Report. She updated the board on the staff professional development from earlier in the day. Carrie Carlson presented information on the Junior High Virtual Academy.

F. Approve Minutes (p. 16-21)

Emily Allen made a motion to approve the minutes from Regular Scheduled Board Meeting on 12-09-20.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Emily Allen	Aye
Kelley Laliberte	Aye
Kathleen Burwell-Callero	Absent
Lisa Jobe	Aye
Keri Dalebout	Aye

G. Approve Minutes (p. 22-26)

Emily Allen made a motion to approve the minutes from Special Board Meeting on 01-19-21.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Lisa Jobe	Aye
Kathleen Burwell-Callero	Absent

Roll Call	
Keri Dalebout	Aye
Emily Allen	Aye
Kelley Laliberte	Aye

II. Finance

A. December Financials (p. 27-56)

Emily Allen made a motion to approve the December Financials.
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Keri Dalebout	Aye
Emily Allen	Aye
Lisa Jobe	Aye
Kathleen Burwell-Callero	Absent
Kelley Laliberte	Aye

III. Academic Excellence

A. Policy on Differential Graduation and Competency Standards and Certificates of Educational Achievement for Students with Disabilities (p. 57-59)

Emily Allen made a motion to approve the Policy on Differential Graduation and Competency Standards and Certificates of Educational Achievement for Students with Disabilities.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Keri Dalebout	Aye
Emily Allen	Aye
Kelley Laliberte	Aye
Kathleen Burwell-Callero	Absent
Lisa Jobe	Aye

B. 2021-2022 School Calendar (p. 60-61)

Emily Allen made a motion to approve the 2021-2022 School Calendar with the calendar corrected to have the MLK Jr. holiday on 1/17, rather than 1/14.
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Emily Allen	Aye
Keri Dalebout	Aye
Kelley Laliberte	Aye

Roll Call	
Kathleen Burwell-Callero	Absent
Lisa Jobe	Aye

C. Title IX Policy (p. 62-66)

Emily Allen made a motion to approve the Title IX Policy.
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Emily Allen	Aye
Kathleen Burwell-Callero	Absent
Kelley Laliberte	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

D. Policy & Procedure for Opting Out of State Testing (p. 67-68)

Emily Allen made a motion to approve the Policy & Procedure for Opting Out of State Testing.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Kelley Laliberte	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye
Kathleen Burwell-Callero	Absent
Emily Allen	Aye

IV. Operations

A. Publication of the School Accountability Report Card (SARC) (p. 69-92)

Emily Allen made a motion to approve the Publication of the School Accountability Report Card (SARC).
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Kathleen Burwell-Callero	Absent
Emily Allen	Aye
Lisa Jobe	Aye
Kelley Laliberte	Aye
Keri Dalebout	Aye

B.

Resolution to Approve Membership in Charter Services Organization (CSO) (p. 93-108)

Emily Allen made a motion to approve the Resolution to Approve Membership in Charter Services Organization (CSO).
Lisa Jobe seconded the motion.
Janell Sherman informed the board that they may approve the membership tonight but appoint their representative member at a future meeting. The board discussed options for deciding on the CSO representative. The school will message to families and previous Board candidates that there is an opportunity available and collect names. Emily and Lisa will serve as an ad hoc committee to review the candidates prior to the next board meeting.
The board **VOTED** to approve the motion.

Roll Call	
Lisa Jobe	Aye
Kathleen Burwell-Callero	Absent
Keri Dalebout	Aye
Emily Allen	Aye
Kelley Laliberte	Aye

C. 2021-2022 Organizational Chart (p. 109-111)

Emily Allen made a motion to approve the 2021-2022 Organizational Chart.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Lisa Jobe	Aye
Keri Dalebout	Aye
Kathleen Burwell-Callero	Absent
Kelley Laliberte	Aye
Emily Allen	Aye

D. Disposal of Surplus, Obsolete, or Unneeded Books, Equipment, and Supplies Policy (p. 112-114)

Emily Allen made a motion to approve the Disposal of Surplus, Obsolete, or Unneeded Books, Equipment, and Supplies Policy.
Keri Dalebout seconded the motion.
The Board expressed an interest in allowing school families to benefit from surplus materials or donating them to charity.
The board **VOTED** to approve the motion.

Roll Call	
Kelley Laliberte	Aye
Emily Allen	Aye
Lisa Jobe	Aye

Roll Call

Kathleen Burwell-Callero	Absent
Keri Dalebout	Aye

E. Uniform Complaint Policy & Procedures (p. 115-126)

Emily Allen made a motion to approve the Uniform Complaint Policy & Procedures.
Lisa Jobe seconded the motion.
Jenell Sherman responded to previous questions from the Board regarding this policy based on discussions with legal.
The board **VOTED** to approve the motion.

Roll Call

Lisa Jobe	Aye
Keri Dalebout	Aye
Kelley Laliberte	Aye
Kathleen Burwell-Callero	Absent
Emily Allen	Aye

F. Employee Handbook (p. 127-201)

Emily Allen made a motion to approve the Employee Handbook.
Keri Dalebout seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Kathleen Burwell-Callero	Absent
Keri Dalebout	Aye
Emily Allen	Aye
Kelley Laliberte	Aye
Lisa Jobe	Aye

V. Closing Items

A. Board of Director's Comments & Requests

Lisa requested continuing updates on in person services returning and funding amounts.

B. Announcement of Next Regular Scheduled Board Meeting

Next meeting is February 25, 2021 at 7:00 p.m

C. Adjourn Meeting

Emily Allen made a motion to adjourn the meeting at 8:54.
Lisa Jobe seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Lisa Jobe	Aye

Roll Call

Keri Dalebout	Aye
Kathleen Burwell-Callero	Absent
Kelley Laliberte	Aye
Emily Allen	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:54 PM.

Respectfully Submitted,
Emily Allen

Prepared by:
Kathy Fagundo

Noted by:

Board Secretary

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Coversheet

January Financials & 2nd Interim Report (p. 22-48)

Section: II. Finance
Item: A. January Financials & 2nd Interim Report (p. 22-48)
Purpose: Vote
Submitted by:
Related Material: January Financials & 2nd Interims - Clarksville.pdf

CHARTER IMPACT

Clarksville Charter School

Monthly Financial Presentation – January 2021

2nd Interim Report

CLARKSVILLE - Highlights

- Year-end revenue projections increased by $157k.
- Year-end expense projections decreased by $46k.
- Year-end surplus projected at $343k. (December; $139k)
- Senate Bill-740 Requirements:
  - 40/80 Expense Ratio ✓

Cert.	Instr.
45.2%	81.4%
603,545	187,349

  - 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio
19.63 :1

CLARKSVILLE - Revenue

Variance Analysis:

- **Other State Revenue:** Prior year lottery revenue received.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	$ 4,925,515	$ 4,904,416	$ 21,099	$ 10,467,717	$ 10,468,696	$ (978)
Federal Revenue	72,938	63,243	9,695	210,758	137,820	72,938
Other State Revenue	769,401	402,546	366,855	1,245,826	985,879	259,947
Other Local Revenue	22,461	-	22,461	22,461	-	22,461
Total Revenue	**$ 5,790,315**	**$ 5,370,205**	**$ 420,110**	**$ 11,946,762**	**$ 11,592,395**	**$ 354,368**

CLARKSVILLE - Expenses

Variance Analysis:

- **Certificated Salaries & Benefits**: Adjustment to staffing levels.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Expenses						
Certificated Salaries	$ 2,809,340	$ 2,638,921	$ (170,420)	$ 4,690,993	$ 4,523,864	$ (167,129)
Classified Salaries	297,716	289,333	(8,383)	491,610	496,000	4,390
Benefits	913,829	911,548	(2,281)	1,502,985	1,564,754	61,769
Books and Supplies	811,792	715,208	(96,583)	1,398,318	1,333,685	(64,632)
Subagreement Services	989,438	1,143,981	154,543	1,976,995	2,061,927	84,932
Operations	109,099	32,083	(77,016)	132,016	55,000	(77,016)
Facilities	40,397	37,800	(2,597)	67,397	64,800	(2,597)
Professional Services	378,835	689,442	310,607	1,165,394	1,234,309	68,915
Depreciation	1,256	1,283	28	2,172	2,200	28
Interest	108,055	174,972	66,917	175,541	185,441	9,900
Total Expenses	**$ 6,459,757**	**$ 6,634,572**	**$ 174,815**	**$ 11,603,420**	**$ 11,521,980**	**$ (81,440)**

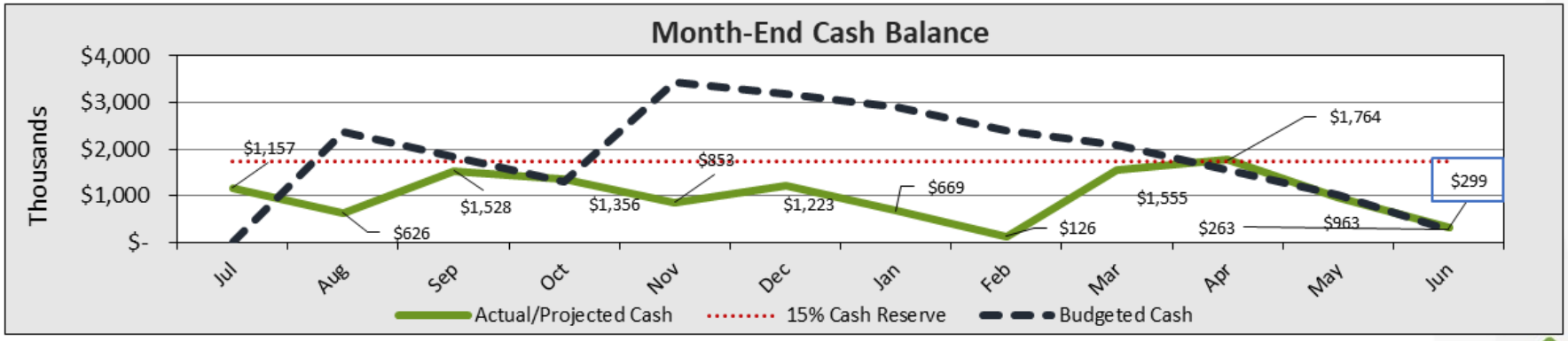
CLARKSVILLE - Fund Balance

- Year-end surplus projected to exceed budget.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Total Surplus(Deficit)	**$ (669,442)**	**$ (1,264,367)**	**$ 594,925**	**$ 343,342**	**$ 70,415**	**$ 272,928**
Beginning Fund Balance	288,347	288,347		288,347	288,347	
Ending Fund Balance	**$ (381,095)**	**$ (976,020)**		**$ 631,689**	**$ 358,762**	
As a % of Annual Expenses	*-3.3%*	*-8.5%*		*5.4%*	*3.1%*	

CLARKSVILLE - Cash Balance

- Positive cash levels projected through year-end.
- Next receivable sale projected for March 2021.



CLARKSVILLE - MYP

Assumptions

- Steady enrollment in FY21-22 w/ 5% increase projected in FY22-23.
- 3.84% in FY21-22 LCFF rates.
- 2.98% in FY22-23 LCFF rates.
- 2% COLA in general expenses.
- 8% projected increase in Health Insurance.

	2020-21	2021-22	2022-23
ADA	**1,158**	**1,158**	**1,235**
Total Revenue	$ 11,946,762	$ 12,278,228	$ 13,456,513
Total Expenses	11,603,420	11,669,482	12,077,437
Annual Surplus	**343,342**	**608,746**	**1,379,076**
Beginning Fund Balance	288,347	507,430	1,116,176
Ending Fund Balance	**$ 631,689**	**$ 1,116,176**	**$ 2,495,252**
As a % of Annual Expenses	*5.4%*	*9.6%*	*20.7%*
Ending Cash Balance	**$ 298,594**	**$ 228,048**	**$ 770,232**

CLARKSVILLE - 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 CV
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.**	CV with Charter Impact support

CLARKSVILLE - 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

Clarksville Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 2/10/2021

ADA = 1158.15

CHARTER IMPACT

	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.)
Revenues															ADA = 1158.15	
State Aid - Revenue Limit																
8011 LCFF State Aid	-	409,292	409,292	736,726	736,726	736,726	736,726	736,726	342,672	131,236	131,236	131,236	2,909,070	**8,147,665**	8,185,847	(38,183)
8012 Education Protection Account	-	-	-	57,908	-	-	57,907	-	-	57,908	-	-	57,908	**231,630**	231,630	-
8096 In Lieu of Property Taxes	-	125,305	250,611	167,074	167,074	-	334,148	167,074	292,379	146,189	146,189	146,189	146,189	**2,088,422**	2,051,218	37,204
	-	534,597	659,903	961,708	903,800	736,726	1,128,781	903,800	635,051	335,333	277,426	277,426	3,113,167	**10,467,717**	**10,468,696**	**(978)**
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	12,374	25,089	25,089	25,089	25,089	25,089	**137,820**	137,820	-
8296 Other Federal Revenue	-	-	28,575	-	-	44,363	-	-	-	-	-	-	-	**72,938**	-	72,938
	-	-	28,575	-	-	44,363	-	12,374	25,089	25,089	25,089	25,089	25,089	**210,758**	**137,820**	**72,938**
Other State Revenue																
8311 State Special Education	-	31,083	38,693	-	125,596	125,596	62,798	62,388	49,747	49,747	49,747	49,747	49,747	**694,890**	694,890	-
8550 Mandated Cost	-	-	-	-	-	26,151	-	-	-	-	-	-	-	**26,151**	26,198	(47)
8560 State Lottery	-	-	-	-	-	-	65,171	-	-	57,478	-	-	107,823	**230,472**	230,472	-
8598 Prior Year Revenue	107,903	-	-	-	-	-	142,715	-	-	-	-	-	-	**250,618**	-	250,618
8599 Other State Revenue	-	-	-	89,535	-	(60,960)	15,120	-	-	-	-	-		**43,695**	34,320	9,375
	107,903	31,083	38,693	89,535	125,596	90,787	285,804	62,388	49,747	107,225	49,747	49,747	157,570	**1,245,826**	**985,879**	**259,947**
Other Local Revenue																
8689 Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8980 Contributions, Unrestricted	-	-	-	-	-	22,461	-	-	-	-	-	-	-	**22,461**	-	22,461
	-	-	-	-	-	22,461	-	-	-	-	-	-	-	**22,461**	-	**22,461**
Total Revenue	**107,903**	**565,680**	**727,171**	**1,051,243**	**1,029,396**	**894,337**	**1,414,585**	**978,562**	**709,888**	**467,647**	**352,262**	**352,262**	**3,295,826**	**11,946,762**	**11,592,395**	**354,368**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	274,965	288,472	301,968	291,237	273,406	282,971	287,040	280,533	280,533	280,533	280,533	280,533	-	**3,402,724**	3,254,507	(148,217)
1175 Teachers' Extra Duty/Stipends	550	-	4,050	14,325	26,845	28,018	30,593	14,027	14,027	14,027	14,027	14,027	-	**174,513**	130,180	(44,333)
1200 Pupil Support Salaries	13,966	14,766	15,716	15,903	15,931	15,931	15,881	15,831	15,831	15,831	15,831	15,831	-	**187,248**	164,088	(23,160)
1300 Administrators' Salaries	79,726	67,650	68,500	69,058	68,840	70,840	64,841	59,592	59,592	59,592	59,592	59,592	-	**787,412**	786,000	(1,412)
1900 Other Certificated Salaries	13,941	16,461	15,678	16,348	14,975	14,975	14,975	6,348	6,348	6,348	6,348	6,348	-	**139,095**	189,088	49,993
	383,148	387,349	405,912	406,871	399,997	412,735	413,330	376,330	376,330	376,330	376,330	376,330	-	**4,690,993**	**4,523,864**	**(167,129)**
Classified Salaries																
2200 Support Salaries	31,871	30,408	32,417	32,837	32,075	29,481	28,209	27,719	27,719	27,719	27,719	27,719	-	**355,893**	361,000	5,107
2400 Clerical and Office Staff Salaries	4,424	4,039	4,231	4,291	4,054	4,438	4,054	3,861	3,861	3,861	3,861	3,861	-	**48,838**	50,000	1,162
2900 Other Classified Salaries	7,683	7,183	7,183	7,243	7,198	7,198	7,198	7,198	7,198	7,198	7,198	7,198	-	**86,879**	85,000	(1,879)
	43,978	41,630	43,831	44,371	43,327	41,117	39,461	38,779	38,779	38,779	38,779	38,779	-	**491,610**	**496,000**	**4,390**
Benefits																
3101 STRS	59,840	60,075	62,855	62,704	62,352	64,337	64,399	59,851	59,851	59,851	59,851	59,851	-	**735,816**	832,391	96,574
3202 PERS	-	-	-	-	-	-	-	1,547	1,547	1,547	1,547	1,547	-	**7,734**	19,295	11,561
3301 OASDI	2,610	2,465	2,601	2,635	2,570	2,455	2,352	2,276	2,276	2,276	2,276	2,276	-	**29,066**	30,752	1,686
3311 Medicare	5,972	6,008	6,321	6,347	6,226	6,378	6,356	5,906	5,906	5,906	5,906	5,906	-	**73,137**	72,788	(349)
3401 Health and Welfare	41,875	61,161	51,705	51,532	52,006	51,611	51,648	39,375	39,375	39,375	39,375	39,375	-	**558,412**	502,500	(55,912)
3501 State Unemployment	4,673	1,498	236	524	160	146	15,337	7,056	3,528	1,764	1,764	1,764	-	**38,449**	36,750	(1,699)
3601 Workers' Compensation	5,857	2,179	4,018	4,018	4,018	4,018	4,018	5,702	5,702	5,702	5,702	5,702	-	**56,635**	70,278	13,643
3901 Other Benefits	10,404	-	-	(6,669)	-	-	-	-	-	-	-	-	-	**3,735**	-	(3,735)
	131,231	133,386	127,736	121,089	127,332	128,945	144,110	121,712	118,184	116,420	116,420	116,420	-	**1,502,985**	**1,564,754**	**61,769**
Books and Supplies																
4302 School Supplies	36,976	129,247	89,248	89,007	58,445	106,083	95,262	57,637	25,388	72,443	145,789	100,960	-	**1,006,484**	1,006,484	-
4305 Software	4,026	10,631	65,340	(8,513)	16,678	11,675	6,657	9,200	9,200	9,200	9,200	9,200	-	**152,494**	110,400	(42,094)
4310 Office Expense	10,533	216	2,022	1,604	2,627	3,350	1,559	742	742	742	742	742	-	**25,619**	8,900	(16,719)
4311 Business Meals	-	-	79	199	183	-	-	75	75	75	75	75	-	**835**	900	65
4312 School Fundraising Expense	-	-	-	-	-	-	-	17	17	17	17	17	-	**83**	200	117
4400 Noncapitalized Equipment	158	30,495	12,480	2,041	-	31,332	2,152	19,222	8,467	24,161	48,622	33,671	-	**212,801**	206,801	(6,000)
	51,692	170,589	169,169	84,338	77,932	152,440	105,631	86,892	43,888	106,637	204,445	144,664	-	**1,398,318**	**1,333,685**	**(64,632)**
Subagreement Services																
5102 Special Education	451	16,364	17,409	52,595	122,438	24,432	50,810	28,125	28,125	28,125	28,125	28,125	-	**425,125**	337,500	(87,625)
5105 Security	-	-	-	-	-	-	-	75	75	75	75	75	-	**375**	900	525
5106 Other Educational Consultants	8,777	33,570	135,324	29,184	41,652	166,074	(51,980)	83,699	36,867	105,200	211,712	146,612	-	**946,691**	1,136,662	189,972
5107 Instructional Services	49,551	48,260	48,905	48,906	48,905	48,906	48,905	52,493	52,493	52,493	52,493	52,493	-	**604,805**	586,865	(17,940)
	58,779	98,195	201,638	130,685	212,996	239,412	47,735	164,392	117,561	185,893	292,405	227,305	-	**1,976,995**	**2,061,927**	**84,932**
Operations and Housekeeping																
5201 Auto and Travel	-	-	88	-	-	-	-	1,108	1,108	1,108	1,108	1,108	-	**5,630**	13,300	7,670
5300 Dues & Memberships	-	-	85	1,070	-	-	-	342	342	342	342	342	-	**2,863**	4,100	1,237
5400 Insurance	3,125	17,687	10,406	12,183	11,174	10,405	10,405	3,125	3,125	3,125	3,125	3,125	-	**91,010**	37,500	(53,510)
5501 Utilities	-	-	651	-	-	908	785	-	-	-	-	-	-	**2,343**	-	(2,343)
5900 Communications	-	-	4,008	849	531	16,377	521	-	-	-	-	-	-	**22,287**	-	(22,287)
5901 Postage and Shipping	123	1,073	155	163	796	985	609	8	8	8	8	8	-	**3,945**	100	(3,845)
	3,248	18,760	15,393	15,953	13,251	29,424	13,071	4,583	4,583	4,583	4,583	4,583	-	**132,016**	**55,000**	**(77,016)**
Facilities, Repairs and Other Leases																
5601 Rent	9,116	3,760	3,760	3,760	3,760	3,760	3,760	5,000	5,000	5,000	5,000	5,000	-	**56,676**	60,000	3,324
5602 Additional Rent	1,122	1,122	1,122	1,122	1,122	1,122	1,147	-	-	-	-	-	-	**7,881**	-	(7,881)
5603 Equipment Leases	-	-	-	-	-	-	-	42	42	42	42	42	-	**208**	500	292
5604 Other Leases	-	-	-	-	-	-	-	358	358	358	358	358	-	**1,792**	4,300	2,508
5610 Repairs and Maintenance	-	840	-	-	-	-	-	-	-	-	-	-	-	**840**	-	(840)

Clarksville Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 2/10/2021

ADA = 1158.15

CHARTER IMPACT

	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.)
	10,239	5,722	4,882	4,882	4,882	4,882	4,907	5,400	5,400	5,400	5,400	5,400	-	**67,397**	**64,800**	**(2,597)**
Professional/Consulting Services																
5802 Audit & Taxes	-	-	-	-	4,500	-	-	-	-	-	-	-	-	**4,500**	6,300	1,800
5803 Legal	-	15,557	464	4,512	7,716	3,290	3,383	1,708	1,708	1,708	1,708	1,708	-	**43,464**	20,500	(22,964)
5804 Professional Development	-	-	180	274	-	3,365	4,045	242	242	242	242	242	-	**9,072**	2,900	(6,172)
5805 General Consulting	-	200	300	800	700	2,213	921	283	283	283	283	283	-	**6,550**	3,400	(3,150)
5806 Special Activities/Field Trips	-	96	-	1,204	1,133	14,776	42,124	15,697	6,914	19,730	39,706	27,497	-	**168,877**	168,877	-
5807 Bank Charges	560	980	464	739	752	836	768	200	200	200	200	200	-	**6,098**	2,300	(3,798)
5808 Printing	39	-	-	-	-	-	-	-	-	-	-	-	-	**39**	-	(39)
5809 Other taxes and fees	1,103	119	1,500	48	30	30	-	1,780	1,780	1,780	1,780	1,780	-	**11,729**	20,470	8,741
5810 Payroll Service Fee	974	1,700	336	1,252	1,870	979	672	773	773	773	773	773	-	**11,646**	9,656	(1,989)
5811 Management Fee	66,313	65,271	65,842	65,841	66,163	63,466	66,399	67,823	67,823	67,823	67,823	67,823	-	**798,408**	789,732	(8,676)
5812 District Oversight Fee	-	-	-	-	-	103,980	(311,941)	9,038	6,351	3,353	2,774	2,774	288,348	**104,677**	209,374	104,697
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	67	67	67	67	67	-	**333**	800	467
	68,989	83,924	69,085	74,670	82,863	192,933	(193,629)	97,611	86,140	95,959	115,355	103,146	288,348	**1,165,394**	**1,234,309**	**68,915**
Depreciation																
6900 Depreciation Expense	179	4,538	4,538	(8,537)	179	179	179	183	183	183	183	183	-	**2,172**	2,200	28
	179	4,538	4,538	(8,537)	179	179	179	183	183	183	183	183	-	**2,172**	**2,200**	**28**
Interest																
7438 Interest Expense	21,434	-	35,996	-	-	50,625	-	-	46,698	20,788	-	-	-	**175,541**	185,441	9,900
	21,434	-	35,996	-	-	50,625	-	-	46,698	20,788	-	-	-	**175,541**	**185,441**	**9,900**
Total Expenses	**772,917**	**944,092**	**1,078,180**	**874,322**	**962,760**	**1,252,693**	**574,794**	**895,883**	**837,747**	**950,972**	**1,153,901**	**1,016,812**	**288,348**	**11,603,420**	**11,521,980**	**(81,440)**
Monthly Surplus (Deficit)	**(665,014)**	**(378,412)**	**(351,009)**	**176,921**	**66,636**	**(358,356)**	**839,791**	**82,678**	**(127,859)**	**(483,325)**	**(801,639)**	**(664,550)**	**3,007,478**	**343,342**	**70,415**	**272,928**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(665,014)	(378,412)	(351,009)	176,921	66,636	(358,356)	839,791	82,678	(127,859)	(483,325)	(801,639)	(664,550)	3,007,478	**343,342**		
Cash flows from operating activities																
Depreciation/Amortization	179	4,538	4,538	(8,537)	179	179	179	183	183	183	183	183	-	**2,172**		
Public Funding Receivables	1,199,028	129,282	397	40,147		108,875	6,064		-	-	-	-	(3,295,826)	**(1,812,033)**		
Grants and Contributions Rec.	1,775,280	-	267,704	262,413	-	(5,881)	6,814	-	-	-	-	-	-	**2,306,330**		
Prepaid Expenses	(87,196)	14,424	(880)	(11,815)	14,424	(25)	-	-	-	-	-	-	-	**(71,068)**		
Other Assets	(100,000)	-	-	-	-	-	-	-	-	-	-	-	-	**(100,000)**		
Accounts Payable	5,792	239,394	18,135	(364,911)	123,467	46,456	(349,602)	-	-	-	-	-	288,348	**7,079**		
Accrued Expenses	121,304	70,452	(26,078)	25,668	(143,443)	118,360	(398,902)	-	-	-	-	-	-	**(232,640)**		
Deferred Revenue	-	-	44,363	-	-	16,597	(32,486)	-	-	-	-	-	-	**28,474**		
Other Liabilities	(1,774,400)	-	-	-	-	-	-	-	-	-	-	-	-	**(1,774,400)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(261,500)	-	261,500	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	626,200		1,252,400	-	-		-		1,556,600	692,925			-	**4,128,125**		
Payments on Factoring	(834,300)	(348,700)	(307,700)	(553,900)	(564,100)	(626,200)	(626,200)	(626,200)	-				-	**(4,487,300)**		
						1,070,700										
Total Change in Cash	266,874	(530,522)	901,868	(172,514)	(502,836)	370,706	(554,341)	(543,338)	1,428,924	209,783	(801,456)	(664,366)				
Cash, Beginning of Month	889,812	1,156,685	626,163	1,528,031	1,355,517	852,681	1,223,387	669,046	125,708	1,554,632	1,764,416	962,960				
Cash, End of Month	**1,156,685**	**626,163**	**1,528,031**	**1,355,517**	**852,681**	**1,223,387**	**669,046**	**125,708**	**1,554,632**	**1,764,416**	**962,960**	**298,594**				

Cert.	Instr.
45.2%	80.1%
603,545	29,327

Pupil:Teacher Ratio
19.63 :1

Clarksville Charter School

Budget vs Actual

For the period ended January 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	$ 736,726	$ 736,726	$ (0)	$ 3,765,488	$ 3,765,490	$ (2)	$ 8,185,847
Education Protection Account	57,907	57,908	(1)	115,815	115,815	-	231,630
In Lieu of Property Taxes	334,148	163,698	170,450	1,044,212	1,023,112	21,100	2,051,218
Total State Aid - Revenue Limit	1,128,781	958,332	170,449	4,925,515	4,904,416	21,099	10,468,696
Federal Revenue							
Special Education - Entitlement	-	12,374	(12,374)	-	63,243	(63,243)	137,820
Other Federal Revenue	-	-	-	72,938	-	72,938	-
Total Federal Revenue	-	12,374	(12,374)	72,938	63,243	9,695	137,820
Other State Revenue							
State Special Education	62,798	62,388	410	383,766	318,871	64,895	694,890
Mandated Cost	-	-	-	26,151	26,198	(47)	26,198
State Lottery	65,171	57,478	7,693	65,171	57,478	7,693	230,472
Prior Year Revenue	142,715	-	142,715	250,618	-	250,618	-
Other State Revenue	15,120	-	15,120	43,695	-	43,695	34,320
Total Other State Revenue	285,804	119,865	165,939	769,401	402,546	366,855	985,879
Other Local Revenue							-
Contributions, Unrestricted	-	-	-	22,461	-	22,461	-
Total Other Local Revenue	-	-	-	22,461	-	22,461	-
Total Revenues	**$ 1,414,585**	**$ 1,090,571**	**$ 324,015**	**$ 5,790,315**	**$ 5,370,205**	**$ 420,110**	**$ 11,592,395**
Expenses							
Certificated Salaries							
Teachers' Salaries	$ 287,040	$ 271,209	$ (15,831)	$ 2,000,060	$ 1,898,463	$ (101,597)	$ 3,254,508
Teachers' Extra Duty/Stipends	30,593	10,848	(19,744)	104,380	75,939	(28,441)	130,180
Pupil Support Salaries	15,881	13,674	(2,207)	108,093	95,718	(12,375)	164,088
Administrators' Salaries	64,841	65,500	659	489,454	458,500	(30,954)	786,000
Other Certificated Salaries	14,975	15,757	782	107,353	110,301	2,948	189,088
Total Certificated Salaries	413,330	376,989	(36,341)	2,809,340	2,638,921	(170,420)	4,523,864
Classified Salaries							
Support Salaries	28,209	30,083	1,874	217,298	210,583	(6,715)	361,000
Clerical and Office Staff Salaries	4,054	4,167	113	29,531	29,167	(364)	50,000
Other Classified Salaries	7,198	7,083	(115)	50,888	49,583	(1,304)	85,000
Total Classified Salaries	39,461	41,333	1,872	297,716	289,333	(8,383)	496,000
Benefits							
State Teachers' Retirement System, certificated positions	64,399	69,366	4,967	436,562	485,561	49,000	832,391
Public Employees' Retirement System, classified positions	-	1,608	1,608	-	11,255	11,255	19,295
OASDI/Medicare/Alternative, certificated positions	2,352	2,563	211	17,687	17,939	252	30,752
Medicare/Alternative, certificated positions	6,356	6,066	(291)	43,609	42,460	(1,150)	72,788
Health and Welfare Benefits, certificated positions	51,648	41,875	(9,773)	361,537	293,125	(68,412)	502,500
State Unemployment Insurance, certificated positions	15,337	9,188	(6,150)	22,573	20,213	(2,361)	36,750
Workers' Compensation Insurance, certificated positions	4,018	5,857	1,839	28,126	40,996	12,870	70,278
Other Benefits, certificated positions	-	-	-	3,735	-	(3,735)	-
Total Benefits	144,110	136,521	(7,588)	913,829	911,548	(2,281)	1,564,754
Books & Supplies							
School Supplies	95,262	81,710	(13,552)	604,268	535,041	(69,228)	1,006,484
Software	6,657	9,200	2,543	106,494	64,400	(42,094)	110,400
Office Expense	1,559	742	(817)	21,911	5,192	(16,719)	8,900
Business Meals	-	75	75	460	525	65	900
School Fundraising Expense	-	17	17	-	117	117	200
Noncapitalized Equipment	2,152	16,789	14,636	78,658	109,934	31,277	206,801
Total Books & Supplies	105,631	108,532	2,901	811,792	715,209	(96,583)	1,333,685
Subagreement Services							
Special Education	50,810	28,125	(22,685)	284,500	196,875	(87,625)	337,500
Security	-	75	75	-	525	525	900
Other Educational Consultants	(51,980)	92,278	144,258	362,600	604,243	241,642	1,136,662
Instructional Services	48,905	48,905	0	342,338	342,338	0	586,865
Total Subagreement Services	47,735	169,383	121,648	989,438	1,143,981	154,543	2,061,927

Clarksville Charter School

Budget vs Actual

For the period ended January 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	-	1,108	1,108	88	7,758	7,670	13,300
Dues & Memberships	-	342	342	1,155	2,392	1,237	4,100
Insurance	10,405	3,125	(7,280)	75,385	21,875	(53,510)	37,500
Utilities	785	-	(785)	2,343	-	(2,343)	-
Janitorial Services	750	-	(750)	3,938	-	(3,938)	-
Communications	521	-	(521)	22,287	-	(22,287)	-
Postage and Shipping	609	8	(601)	3,903	58	(3,845)	100
Total Operations & Housekeeping	13,071	4,583	(8,487)	109,099	32,083	(77,016)	55,000
Facilities, Repairs & Other Leases							
Rent	3,760	5,000	1,240	31,676	35,000	3,324	60,000
Additional Rent	1,147	-	(1,147)	7,881	-	(7,881)	-
Equipment Leases	-	42	42	-	292	292	500
Other Leases	-	358	358	-	2,508	2,508	4,300
Repairs and Maintenance	-	-	-	840	-	(840)	-
Total Facilities, Repairs & Other Leases	4,907	5,400	493	40,397	37,800	(2,597)	64,800
Professional/Consulting Services							
Audit & Taxes	-	-	-	4,500	6,300	1,800	6,300
Legal	3,383	1,708	(1,675)	34,922	11,958	(22,964)	20,500
Professional Development	4,045	242	(3,803)	7,864	1,692	(6,172)	2,900
General Consulting	921	283	(638)	5,134	1,983	(3,150)	3,400
Special Activities/Field Trips	42,124	13,710	(28,414)	59,332	89,774	30,441	168,877
Bank Charges	768	200	(568)	5,098	1,300	(3,798)	2,300
Printing	-	-	-	39	-	(39)	-
Other Taxes and Fees	-	1,780	1,780	2,829	11,570	8,741	20,470
Payroll Service Fee	672	805	132	7,783	5,633	(2,150)	9,656
Management Fee	66,399	65,811	(588)	459,294	460,677	1,383	789,732
District Oversight Fee	(311,941)	19,167	331,108	(207,961)	98,088	306,049	209,374
Public Relations/Recruitment	-	67	67	-	467	467	800
Total Professional/Consulting Services	(193,629)	103,772	297,401	378,835	689,442	310,607	1,234,309
Depreciation							
Depreciation Expense	179	183	4	1,256	1,283	28	2,200
Total Depreciation	179	183	4	1,256	1,283	28	2,200
Interest							
Interest Expense	-	-	-	108,055	174,972	66,917	185,441
Total Interest	-	-	-	108,055	174,972	66,917	185,441
Total Expenses	**$ 574,794**	**$ 946,697**	**$ 371,903**	**$ 6,459,757**	**$ 6,634,572**	**$ 174,815**	**$ 11,521,980**
Change in Net Assets	**839,791**	**143,873**	**695,918**	**(669,442)**	**(1,264,367)**	**594,925**	**70,414**
Net Assets, Beginning of Period	(1,220,886)			288,347			
Net Assets, End of Period	**$ (381,095)**			**$ (381,095)**			

Clarksville Charter School

Statement of Financial Position

January 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 669,047	$ 889,812	$ (220,765)	-25%
Accounts Receivable	7,919	539,849	(531,931)	-99%
Public Funding Receivables	7,043	1,490,836	(1,483,793)	-100%
Factored Receivables	(1,696,900)	(834,300)	(862,600)	103%
Due To/From Related Parties	780,413	780,413	-	0%
Prepaid Expenses	197,427	126,359	71,068	56%
Total Current Assets	**(35,051)**	**2,992,970**	**(3,028,021)**	**-101%**
Long-Term Assets				
Property & Equipment, Net	10,624	11,879	(1,256)	-11%
Deposits	105,500	5,500	100,000	1818%
Total Long Term Assets	**116,124**	**17,379**	**98,744**	**568%**
Total Assets	**$ 81,073**	**$ 3,010,350**	**$ (2,929,277)**	**-97%**
Liabilities				
Current Liabilities				
Accounts Payable	$ 82,455	$ 363,724	$ (281,269)	-77%
Accrued Liabilities	333,873	566,512	(232,640)	-41%
Deferred Revenue	45,840	1,791,766	(1,745,926)	-97%
Total Current Liabilities	**462,168**	**2,722,003**	**(2,259,835)**	**-83%**
Total Liabilities	**462,168**	**2,722,003**	**(2,259,835)**	**-83%**
Total Net Assets	**(381,095)**	**288,347**	**(669,442)**	**-232%**
Total Liabilities and Net Assets	**$ 81,073**	**$ 3,010,350**	**$ (2,929,277)**	**-97%**

Clarksville 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		
Change in Net Assets	$ 839,791	$ (669,442)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	179	1,256
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	6,064	1,483,793
Grants, Contributions & Pledges Receivable	(619,386)	1,394,531
Prepaid Expenses	-	(71,068)
Other Assets	-	(100,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(349,602)	(281,269)
Accrued Expenses	(398,902)	(232,640)
Deferred Revenue	(32,486)	(1,745,926)
Total Cash Flows from Operating Activities	**(554,341)**	**(220,765)**
Change in Cash & Cash Equivalents	(554,341)	(220,765)
Cash & Cash Equivalents, Beginning of Period	1,223,388	889,812
Cash and Cash Equivalents, End of Period	**$ 669,047**	**$ 669,047**

Clarksville Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11043	Homeschool Planet	1/6/2021	VOID
11299	El Dorado County Office of Education	1/4/2021	29.89
11300	El Dorado County Office of Education	1/4/2021	103,905.57
11301	Homeschool Planet	1/6/2021	74.95
11302	REAL Inspiration Inc	1/6/2021	396.00
11303	CharterSAFE	1/8/2021	14,423.00
11304	8x8, INC.	1/8/2021	205.77
11305	A Brighter Child	1/8/2021	394.12
11306	Activities for Learning, Inc.	1/8/2021	214.14
11307	All About Learning Press, Inc.	1/8/2021	430.25
11308	All Star Gymnastics	1/8/2021	79.50
11309	Alona Kravchuk	1/8/2021	200.00
11310	American River Speech Therapy	1/8/2021	250.00
11311	Amy Walters	1/8/2021	176.91
11312	Beautiful Feet Books, Inc.	1/8/2021	19.01
11313	Bitsbox	1/8/2021	167.70
11314	Black Oak Therapy	1/8/2021	450.00
11315	BookShark	1/8/2021	782.82
11316	Boutwell Fay	1/8/2021	663.29
11317	Charter Impact, Inc.	1/8/2021	468.00
11318	Crafty School Crates	1/8/2021	374.75
11319	Crocker House Creative Arts	1/8/2021	990.00
11320	Diana Haynie	1/8/2021	240.00
11321	Don Johnston Incorporated	1/8/2021	64.80
11322	E-Therapy LLC	1/8/2021	374.00
11323	Educational Development Corporation	1/8/2021	301.14
11324	Emily Allen	1/8/2021	200.00
11325	Evan-Moor	1/8/2021	99.99
11326	First Choice Tutoring	1/8/2021	650.00
11327	Forever Dance Lake Tahoe	1/8/2021	310.00
11328	Gina Burdick	1/8/2021	1,000.00
11329	Global Teletherapy	1/8/2021	26,958.00
11330	Griffin Tutoring	1/8/2021	180.00
11331	Hands 4 Building, LLC	1/8/2021	142.99
11332	History Unboxed LLC	1/8/2021	122.65
11333	Home Science Tools	1/8/2021	19.46
11334	Homeschool Spanish Academy	1/8/2021	1,466.50
11335	Honest History Co	1/8/2021	20.61
11336	Institute for Excellence in Writing	1/8/2021	382.33
11337	It Takes The Village	1/8/2021	910.00
11338	Jabbergym	1/8/2021	345.00
11339	Jaime Layton	1/8/2021	540.00
11340	Jennifier Androkitis	1/8/2021	1,230.00
11341	JJ Music Lessons	1/8/2021	180.00
11342	Kaitlyn Brennan	1/8/2021	428.00
11343	Katie Burwell	1/8/2021	200.00
11344	Kelly Laliberte	1/8/2021	200.00
11345	Keri Dalebout	1/8/2021	200.00
11346	KiwiCo, Inc.	1/8/2021	1,664.12
11347	Lakeshore	1/8/2021	106.18
11348	Laura Hauge, Writing Maven Tutoring Services	1/8/2021	6,257.60
11349	Law Offices of Jennifer McQuarrie	1/8/2021	88.00
11350	Learning Without Tears	1/8/2021	37.85
11351	Leighton Dance Project, Inc.	1/8/2021	310.00
11352	Linda Reams	1/8/2021	558.00
11353	Lisa Jobe	1/8/2021	200.00

Clarksville Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11354	Little Passports	1/8/2021	353.56
11355	Logic of English	1/8/2021	63.69
11356	Love of Learning	1/8/2021	4,050.00
11357	Mariko Reeves	1/8/2021	300.00
11358	Math-U-See Inc	1/8/2021	412.00
11359	Miaplaza, Inc	1/8/2021	168.00
11360	Michelle Jones	1/8/2021	390.00
11361	Moria McAfee	1/8/2021	562.50
11362	Moving Beyond the Page	1/8/2021	230.70
11363	Mr. D Math	1/8/2021	197.00
11364	Natasha Bagshaw	1/8/2021	2,728.65
11365	Natomas Music Square	1/8/2021	230.00
11366	Nicole Thomas	1/8/2021	49.00
11367	Nunez Martial Arts Academy	1/8/2021	350.00
11368	On The GO Academy	1/8/2021	250.00
11369	Outschool, Inc.	1/8/2021	38.00
11370	Provenance	1/8/2021	184,845.04
11371	R&D Educational Systems Inc. Sombrero Time	1/8/2021	389.00
11372	Rainbow Resource Center	1/8/2021	965.53
11373	Sacramento Ballet Association	1/8/2021	810.00
11374	Sacramento Spark	1/8/2021	600.00
11375	School Pathways, LLC	1/8/2021	4,358.94
11376	Scott J. Budnik	1/8/2021	60.00
11377	Sean Bianco	1/8/2021	260.00
11378	Sheri Joyce aka Well Read Fred Writing Classes	1/8/2021	360.00
11379	Singapore Math Inc.	1/8/2021	160.46
11380	Souza's Tutoring Tools	1/8/2021	520.00
11381	Studies Weekly	1/8/2021	96.81
11382	Tahoe Speech Therapy LLC	1/8/2021	980.00
11383	Teacher Synergy, LLC	1/8/2021	164.23
11384	Teaching Textbooks	1/8/2021	295.48
11385	Therapeutic Language Clinic, Inc.	1/8/2021	990.00
11386	Thomas Purvance	1/8/2021	696.00
11387	Timberdoodle.com	1/8/2021	287.34
11388	Total Education Solutions, dba TES Therapy	1/8/2021	2,632.50
11389	Wendy Stephens	1/8/2021	220.00
11390	Wieser Educational	1/8/2021	22.04
11391	Williamsburg Learning	1/8/2021	1,875.00
11392	WriteShop	1/8/2021	335.11
11393	Writing With Kris	1/8/2021	892.00
11394	Yuko Ray	1/8/2021	102.00
11395	A Brighter Child	1/13/2021	220.00
11396	Academics In A Box Inc	1/13/2021	86.85
11397	All About Learning Press, Inc.	1/13/2021	202.50
11398	Apex Learning	1/13/2021	300.00
11399	Asten Fallavollita	1/13/2021	1,148.00
11400	Ballet Rejoice School For The Arts	1/13/2021	310.00
11401	Beautiful Feet Books, Inc.	1/13/2021	243.72
11402	Ben Gladstone	1/13/2021	450.00
11403	BookShark	1/13/2021	2,975.45
11404	Bright Thinker	1/13/2021	124.49
11405	Carrie Morris	1/13/2021	3,135.00
11406	Celia Frazer	1/13/2021	300.00
11407	Charter Impact, Inc.	1/13/2021	336.50
11408	CharterSAFE	1/13/2021	14,423.00
11409	Classical Learning Resource Center	1/13/2021	1,230.00
11410	Donna Dexter	1/13/2021	1,200.00

Clarksville Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11411	Drivers Ed Direct	1/13/2021	39.00
11412	eat2explore	1/13/2021	109.84
11413	Educational Development Corporation	1/13/2021	268.34
11414	Edventure	1/13/2021	500.00
11415	eDynamic Learning	1/13/2021	85.00
11416	Emily Allen	1/13/2021	200.00
11417	Emily Layher	1/13/2021	390.00
11418	First Choice Tutoring	1/13/2021	360.00
11419	First Choice Tutoring	1/13/2021	686.00
11420	Foothill Taekwondo	1/13/2021	219.00
11421	Forever Dance Lake Tahoe	1/13/2021	640.00
11422	Gavin Dague	1/13/2021	400.00
11423	Gina Burdick	1/13/2021	1,475.00
11424	Gina Stowell	1/13/2021	750.00
11425	Gwendolyn Burton	1/13/2021	560.00
11426	Haynes Family of Programs	1/13/2021	1,110.00
11427	Hilary Anthony	1/13/2021	1,725.00
11428	History Unboxed LLC	1/13/2021	489.71
11429	Home Science Tools	1/13/2021	402.02
11430	Honest History Co	1/13/2021	95.67
11431	Hooked on Phonics	1/13/2021	214.49
11432	Independent Study HQ	1/13/2021	1,100.00
11433	Inspire Learning Academy	1/13/2021	350.00
11434	Irina Samarina	1/13/2021	600.00
11435	It Takes The Village	1/13/2021	585.00
11436	JacKris Publishing, LLC	1/13/2021	58.63
11437	JCC Chabad of Roseville	1/13/2021	1,120.00
11438	JJ Music Lessons	1/13/2021	500.00
11439	Justin H. Bingham	1/13/2021	320.00
11440	Kaitlyn Brennan	1/13/2021	72.00
11441	Kaizen Martial Arts Academy	1/13/2021	60.00
11442	Kelly Laliberte	1/13/2021	200.00
11443	Keri Dalebout	1/13/2021	200.00
11444	Kimberly Snow	1/13/2021	420.00
11445	Learning Without Tears	1/13/2021	86.69
11446	Letme Technologies	1/13/2021	990.00
11447	Lisa Hindmarsh	1/13/2021	2,592.00
11448	Lisa Jobe	1/13/2021	200.00
11449	Logic of English	1/13/2021	566.59
11450	Lotus Educational Services, Inc.	1/13/2021	460.44
11451	Lynda Weiss	1/13/2021	720.00
11452	Math-U-See Inc	1/13/2021	576.00
11453	MEL Science U.S., LLC	1/13/2021	304.70
11454	Michelle Jones	1/13/2021	2,015.00
11455	Moving Beyond the Page	1/13/2021	104.57
11456	Multiple Measures LLC	1/13/2021	4,668.00
11457	Mystery Science	1/13/2021	138.00
11458	Nancy Barcal	1/13/2021	770.00
11459	Natalie Rush	1/13/2021	200.00
11460	NewSongs Music	1/13/2021	144.00
11461	Pamela Hayes Classical Ballet	1/13/2021	148.00
11462	Paula Vance	1/13/2021	190.00
11463	PresenceLearning, Inc.	1/13/2021	10,886.79
11464	Procopio, Cory, Hargreaves & Savich LLP	1/13/2021	2,538.47
11465	Provenance	1/13/2021	13,464.78
11466	Rachel Baker	1/13/2021	1,100.00
11467	Rachel Eldridge	1/13/2021	60.00

Clarksville Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11468	Rainbow Resource Center	1/13/2021	3,028.45
11469	Robin Clary	1/13/2021	300.00
11470	Sabado School Of Music Inc.	1/13/2021	940.00
11471	Sean Bianco	1/13/2021	260.00
11472	Silicon Valley High School Inc	1/13/2021	380.00
11473	Singapore Math Inc.	1/13/2021	103.44
11474	Souza's Tutoring Tools	1/13/2021	1,600.00
11475	Specialized Therapy Services, Inc	1/13/2021	1,330.00
11476	Studies Weekly	1/13/2021	64.54
11477	Teacher Synergy, LLC	1/13/2021	179.76
11478	The Lampo Group, LLC	1/13/2021	197.46
11479	The Music Store	1/13/2021	665.00
11480	Thinkwell Corporation	1/13/2021	150.00
11481	Timberdoodle.com	1/13/2021	910.92
11482	Urban Arts Youth	1/13/2021	157.50
11483	Viktoria Dzhumara	1/13/2021	120.00
11484	Wayne Geri Academy	1/13/2021	1,400.00
11485	WriteAtHome, Inc	1/13/2021	179.00
11486	WriteShop	1/13/2021	272.14
11487	Y Corporation dba Mathnasium	1/13/2021	970.00
11488	Beda Brazilian Jiu Jitsu Academy	1/21/2021	210.00
11489	Brave Writer, LLC	1/21/2021	69.90
11490	Brenda Williams	1/21/2021	5,680.00
11491	Buckeye Union School District	1/21/2021	103,980.00
11492	Chappell Ranch, LLC	1/21/2021	600.00
11493	Charter Impact, Inc.	1/21/2021	17,257.00
11494	Global Teletherapy	1/21/2021	20,581.50
11495	Growing Healthy Children Therapy Services, Inc.	1/21/2021	11,709.25
11496	Inversion Gym	1/21/2021	1,115.00
11497	Katie Burns	1/21/2021	4,600.00
11498	Leighton Dance Project, Inc.	1/21/2021	170.00
11499	Letme Technologies	1/21/2021	660.00
11500	Nicole Howton	1/21/2021	540.00
11501	Provenance	1/21/2021	1,585.00
11502	The Serendipity Center For Leadership and Learning	1/21/2021	1,070.00
11503	Vanessa Shaw	1/21/2021	830.00
11504	Viktoriya Cnance	1/21/2021	540.00
11505	Wendy Stephens	1/21/2021	350.00
11506	Y Corporation dba Mathnasium	1/21/2021	222.00
11507	Art of Problem Solving	1/27/2021	158.80
11508	BookShark	1/27/2021	1,931.05
11509	Brave Writer, LLC	1/27/2021	129.00
11510	Bright Thinker	1/27/2021	465.48
11511	CB Music	1/27/2021	1,208.00
11512	Charter Impact, Inc.	1/27/2021	335.75
11513	Diana Haynie	1/27/2021	240.00
11514	El Dorado County Office of Education	1/27/2021	17,366.00
11515	FJM Palms Associates, LLC	1/27/2021	4,907.00
11516	Griffin Tutoring	1/27/2021	585.00
11517	Haynes Family of Programs	1/27/2021	1,366.25
11518	Home Science Tools	1/27/2021	249.13
11519	It Takes The Village	1/27/2021	455.00
11520	Jabbergym	1/27/2021	373.75
11521	James Daniel MacKinnon	1/27/2021	750.00
11522	KiwiCo, Inc.	1/27/2021	2,827.60
11523	Lakeshore	1/27/2021	894.26
11524	Law Offices of Jennifer McQuarrie	1/27/2021	190.66

Clarksville Charter School

Check Register

For the period ended January 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11525	Letme Technologies	1/27/2021	550.00
11526	Little Passports	1/27/2021	205.28
11527	Lotus Educational Services, Inc.	1/27/2021	1,301.88
11528	Math-U-See Inc	1/27/2021	480.00
11529	McColgan & Associates Inc.	1/27/2021	4,634.75
11530	Natomas Homeschool Alliance	1/27/2021	400.00
11531	Nicole Thomas	1/27/2021	129.00
11532	Orr Piano Instruction	1/27/2021	325.00
11533	R&D Educational Systems Inc. Sombrero Time	1/27/2021	418.00
11534	Rachel Baker	1/27/2021	183.75
11535	Rainbow Resource Center	1/27/2021	1,420.67
11536	Rocklin Music Academy	1/27/2021	260.00
11537	Sabado School Of Music Inc.	1/27/2021	120.00
11538	Stephens Advantage	1/27/2021	525.00
11539	Teaching Textbooks	1/27/2021	43.08
11540	The Critical Thinking Co.	1/27/2021	171.32
11541	Time4Learning.com	1/27/2021	2,719.55
11542	Total Education Solutions, dba TES Therapy	1/27/2021	6,555.00
11543	Wendy Stephens	1/27/2021	680.00
11544	Yuko Ray	1/27/2021	102.00
		Total Disbursements in January	**$ 710,522.58**

Clarksville 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
4EEE	EW21-001	1/20/2021	2/19/2021	$ 300	$ -	$ -	$ -	$ -	$ 300
8x8, INC.	2877614	1/1/2021	1/31/2021	190.90	-	-	-	-	190.90
Alina Ilchuk	4-2021	1/18/2021	2/17/2021	700.00	-	-	-	-	700.00
All About Learning Press, Inc.	905408	1/4/2021	3/5/2021	89.90	-	-	-	-	89.90
All About Learning Press, Inc.	905409	1/4/2021	3/5/2021	26.80	-	-	-	-	26.80
All About Learning Press, Inc.	905410	1/4/2021	3/5/2021	144.90	-	-	-	-	144.90
All About Learning Press, Inc.	905474	1/8/2021	3/9/2021	315.85	-	-	-	-	315.85
All About Learning Press, Inc.	905488	1/11/2021	3/12/2021	208.75	-	-	-	-	208.75
All About Learning Press, Inc.	905570	1/20/2021	3/21/2021	208.75	-	-	-	-	208.75
All Star Gymnastics	410	1/1/2021	1/31/2021	615.70	-	-	-	-	615.70
Amazon Capital Services	1CMD-XHHJ-PCCL	6/18/2020	8/17/2020	(21.54)	-	-	-	-	(21.54)
Amazon Capital Services	1HHM-QGTM-47W1	7/14/2020	9/12/2020	(71.98)	-	-	-	-	(71.98)
Amazon Capital Services	1NQ1-RT4Y-C1RH	6/23/2020	8/22/2020	(18.01)	-	-	-	-	(18.01)
Amazon Capital Services	1PQY-69GN-3NQX	5/31/2020	6/30/2020	(18.22)	-	-	-	-	(18.22)
Amazon Capital Services	1T34-3QMC-17XR	7/10/2020	9/8/2020	(277.78)	-	-	-	-	(277.78)
Amazon Capital Services	1V76-Y1VY-WRHQ	8/25/2020	10/24/2020	(48.80)	-	-	-	-	(48.80)
Amazon Capital Services	1XX9-J9J3-F7FH	7/10/2020	9/8/2020	(91.41)	-	-	-	-	(91.41)
Amazon Capital Services	INQ1-RT4Y-C1RH	6/23/2020	8/22/2020	(18.01)	-	-	-	-	(18.01)
Amy Walters	AW01312021	1/13/2021	2/12/2021	400.00	-	-	-	-	400.00
Amy Walters	AW12312020	12/20/2020	1/19/2021	750.00	-	-	-	-	750.00
Art of Problem Solving	216842	1/6/2021	2/5/2021	155.80	-	-	-	-	155.80
Ballet Rejoice School For The Arts	0585	1/21/2021	1/21/2021	226.00	-	-	-	-	226.00
Barbara Lee Sheddan	CAR10005	1/8/2021	2/7/2021	2,100.00	-	-	-	-	2,100.00
Barbara Lee Sheddan	CAR10006	1/11/2021	2/10/2021	200.00	-	-	-	-	200.00
BookShark	31065531	9/25/2020	10/25/2020	53.61	-	-	-	-	53.61
BookShark	31102675	12/28/2020	1/27/2021	26.97	-	-	-	-	26.97
BookShark	31106788	1/6/2021	2/5/2021	14.49	-	-	-	-	14.49
BookShark	31106813	1/6/2021	2/5/2021	14.49	-	-	-	-	14.49
BookShark	31106908	1/6/2021	2/5/2021	26.76	-	-	-	-	26.76
BookShark	31108946	1/13/2021	2/12/2021	201.63	-	-	-	-	201.63
BookShark	31108972	1/13/2021	2/12/2021	97.60	-	-	-	-	97.60
BookShark	31108976	1/13/2021	2/12/2021	104.03	-	-	-	-	104.03
Bright Thinker	SINV2555	12/23/2020	1/22/2021	124.49	-	-	-	-	124.49
Bright Thinker	SINV2612	1/13/2021	2/12/2021	124.49	-	-	-	-	124.49
CB Music	16365	1/11/2021	2/10/2021	2,236.00	-	-	-	-	2,236.00
Celia Frazer	102	1/3/2021	2/2/2021	150.00	-	-	-	-	150.00
Celia Frazer	202	1/3/2021	2/2/2021	150.00	-	-	-	-	150.00
Chappell Ranch, LLC	203	1/19/2021	2/18/2021	200.00	-	-	-	-	200.00
Chappell Ranch, LLC	204	1/19/2021	2/18/2021	200.00	-	-	-	-	200.00
Charter Impact, Inc.	9979	1/7/2021	2/6/2021	278.28	-	-	-	-	278.28
Chiung-Hwa Bryce	Aranas 1	1/20/2021	2/19/2021	350.00	-	-	-	-	350.00
Corrinne Carrabello	Inspire 78	1/5/2021	2/4/2021	30.00	-	-	-	-	30.00
DNA Dance Collective	402	1/7/2021	2/6/2021	900.00	-	-	-	-	900.00
E-Therapy LLC	16527	1/6/2021	2/5/2021	823.00	-	-	-	-	823.00
eDynamic Learning	21-0180	1/15/2021	2/14/2021	265.00	-	-	-	-	265.00
eDynamic Learning	21-0181	1/15/2021	2/14/2021	265.00	-	-	-	-	265.00

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First Choice Tutoring	486	1/6/2021	2/5/2021	220.50	-	-	-	-	220.50
Foothill Taekwondo	FH-01-21	1/5/2021	2/4/2021	109.00	-	-	-	-	109.00
Foothill Taekwondo	GH-01-21	1/5/2021	2/4/2021	109.00	-	-	-	-	109.00
Foothill Taekwondo	JH-01-201	1/5/2021	2/4/2021	109.00	-	-	-	-	109.00
Forever Dance Lake Tahoe	44040	1/12/2021	2/11/2021	830.00	-	-	-	-	830.00
Francesca Anderson	1001	12/30/2020	1/29/2021	420.00	-	-	-	-	420.00
Gavin Dague	3	1/5/2021	2/4/2021	400.00	-	-	-	-	400.00
Gavin Dague	4	1/8/2021	2/7/2021	400.00	-	-	-	-	400.00
Guitar Center, Inc	2290767831	7/14/2019	8/13/2019	-	-	-	-	127.00	127.00
Guitar Center, Inc	2290773848	8/27/2019	9/26/2019	-	-	-	-	127.00	127.00
Guitar Center, Inc	2290778335	9/27/2019	10/27/2019	-	-	-	-	127.00	127.00
Hawkins School of Performing Arts	20001	1/13/2021	2/12/2021	300.00	-	-	-	-	300.00
Heather Williams	1386	1/7/2021	1/22/2021	140.00	-	-	-	-	140.00
Heather Williams	1388	1/7/2021	1/22/2021	140.00	-	-	-	-	140.00
History Unboxed LLC	wc-9043HU	12/19/2020	1/18/2021	470.86	-	-	-	-	470.86
History Unboxed LLC	wc-9050HU	12/28/2020	1/27/2021	350.35	-	-	-	-	350.35
History Unboxed LLC	wc-9054HU	12/28/2020	1/27/2021	472.55	-	-	-	-	472.55
Home Science Tools	1089087A	1/8/2021	2/7/2021	56.69	-	-	-	-	56.69
Home Science Tools	1090439A	1/13/2021	2/12/2021	88.14	-	-	-	-	88.14
Home Science Tools	1090577A	1/13/2021	2/12/2021	28.24	-	-	-	-	28.24
Home Science Tools	1093252A	1/21/2021	2/20/2021	74.77	-	-	-	-	74.77
Homeschool Planet	1136	1/7/2021	2/6/2021	74.95	-	-	-	-	74.95
Hooked on Phonics	HOP1200	1/8/2021	2/7/2021	42.89	-	-	-	-	42.89
Janelle Blocher	2057-JV113211	1/13/2021	2/12/2021	400.00	-	-	-	-	400.00
Janelle Blocher	2057-MA16211	1/6/2021	2/5/2021	240.00	-	-	-	-	240.00
Janelle Blocher	2057-MA16212	1/6/2021	2/5/2021	120.00	-	-	-	-	120.00
JJ Music Lessons	21	12/29/2020	1/28/2021	180.00	-	-	-	-	180.00
Justin H. Bingham	13	1/6/2021	2/5/2021	440.00	-	-	-	-	440.00
Karina Sheremet	1946	1/23/2021	2/22/2021	280.00	-	-	-	-	280.00
Katie Walker	1-2021	1/6/2021	2/5/2021	260.00	-	-	-	-	260.00
Katie Walker	2-2021	1/11/2021	2/10/2021	260.00	-	-	-	-	260.00
Kelly BJJ	65	1/8/2021	2/7/2021	294.00	-	-	-	-	294.00
Kelly BJJ	66	1/8/2021	2/7/2021	294.00	-	-	-	-	294.00
KiwiCo, Inc.	Dec.20-CLARK-2	1/4/2021	2/18/2021	3,793.38	-	-	-	-	3,793.38
Kline Music	36841-2	1/12/2021	2/11/2021	75.08	-	-	-	-	75.08
Lafitte Music Center	212501_Zeydel	1/25/2021	2/24/2021	456.00	-	-	-	-	456.00
Lakeshore	2436200121	1/5/2021	2/4/2021	85.78	-	-	-	-	85.78
Lakeshore	2436230121	1/8/2021	2/7/2021	48.21	-	-	-	-	48.21
Lakeshore	2609010121	1/6/2021	2/5/2021	64.33	-	-	-	-	64.33
Lakeshore	2609020121	1/6/2021	2/5/2021	37.53	-	-	-	-	37.53
Laura Chiappe	20-300	12/30/2020	1/29/2021	10,690.00	-	-	-	-	10,690.00
Learning Without Tears	INV100810	12/23/2020	1/22/2021	28.52	-	-	-	-	28.52
LEGO Education	1190446887	11/19/2020	1/18/2021	123.28	-	-	-	-	123.28
LEGO Education	1190450272	1/7/2021	3/8/2021	498.61	-	-	-	-	498.61
Linda Reams	32	12/22/2020	1/21/2021	558.00	-	-	-	-	558.00
Lisa Bond-Torgerson	202	1/12/2021	2/11/2021	450.00	-	-	-	-	450.00
Lisa Bond-Torgerson	301	1/12/2021	2/11/2021	360.00	-	-	-	-	360.00

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Little Passports	114735279	12/31/2020	1/30/2021	296.74	-	-	-	-	296.74
Little Passports	114906118	12/31/2020	1/30/2021	231.02	-	-	-	-	231.02
Little Passports	114916402	12/31/2020	1/30/2021	109.58	-	-	-	-	109.58
Little Passports	114924199	1/15/2021	2/14/2021	206.23	-	-	-	-	206.23
Little Passports	114924201	1/15/2021	2/14/2021	161.30	-	-	-	-	161.30
Little Passports	115024595	1/15/2021	2/14/2021	142.57	-	-	-	-	142.57
Little Passports	CM-0000000149	10/21/2020	11/20/2020	(299.23)	-	-	-	-	(299.23)
Logic of English	INW0487	1/11/2021	2/10/2021	102.75	-	-	-	-	102.75
Logic of English	INW0502	1/13/2021	2/12/2021	50.34	-	-	-	-	50.34
Mariko Reeves	14	12/19/2020	1/18/2021	300.00	-	-	-	-	300.00
Math-U-See Inc	0687070-IN	1/15/2021	3/16/2021	119.00	-	-	-	-	119.00
Math-U-See Inc	0687071-IN	1/15/2021	3/16/2021	71.00	-	-	-	-	71.00
MEL Science U.S., LLC	AZ2020122910	12/29/2020	1/28/2021	397.90	-	-	-	-	397.90
MEL Science U.S., LLC	JJ2021012102	1/21/2021	2/20/2021	209.40	-	-	-	-	209.40
Mercurius	2S2100048	1/6/2021	2/5/2021	62.57	-	-	-	-	62.57
Mercurius	2S2100049	1/6/2021	2/5/2021	62.57	-	-	-	-	62.57
Michelle Jones	126	1/25/2021	2/24/2021	260.00	-	-	-	-	260.00
Michelle Jones	127	1/25/2021	2/24/2021	260.00	-	-	-	-	260.00
Momni Cafe	1134	1/15/2021	1/25/2021	525.00	-	-	-	-	525.00
Moving Beyond the Page	244012	12/30/2020	1/29/2021	479.38	-	-	-	-	479.38
Moving Beyond the Page	244053	12/30/2020	1/29/2021	594.05	-	-	-	-	594.05
Moving Beyond the Page	245551	1/14/2021	2/13/2021	117.98	-	-	-	-	117.98
Nicole Thomas	2949	1/14/2021	2/13/2021	79.00	-	-	-	-	79.00
Northern California Children's Chorus	530	1/8/2021	2/7/2021	65.00	-	-	-	-	65.00
Nunez Martial Arts Academy	588	12/21/2020	1/20/2021	350.00	-	-	-	-	350.00
Oak Meadow Inc.	117359	1/21/2021	2/20/2021	293.90	-	-	-	-	293.90
Olha Shevchyk	2020212	12/23/2020	1/22/2021	450.00	-	-	-	-	450.00
OnlineG3.com	1024	1/3/2021	2/2/2021	747.00	-	-	-	-	747.00
Pamela Hayes Classical Ballet	0034	12/31/2020	1/30/2021	148.00	-	-	-	-	148.00
Peace Hill Press, Inc. dba Well Trained Mind Press	53457	1/14/2021	1/14/2021	79.49	-	-	-	-	79.49
Pearson Education Inc.	6001561057	1/22/2020	2/21/2020	(189.95)	-	-	-	-	(189.95)
PG&E	PGEX122420-9756	12/24/2020	1/11/2021	391.85	-	-	-	-	391.85
Provenance	4164	12/18/2020	1/17/2021	1,000.00	-	-	-	-	1,000.00
Provenance	4187	1/6/2021	2/5/2021	355.88	-	-	-	-	355.88
Provenance	4314	1/19/2021	1/19/2021	100.00	-	-	-	-	100.00
Provenance	4320	1/19/2021	2/18/2021	2,750.00	-	-	-	-	2,750.00
Provenance	4339	1/19/2021	2/18/2021	220.00	-	-	-	-	220.00
Provenance	4382	1/20/2021	2/19/2021	35.94	-	-	-	-	35.94
R&D Educational Systems Inc. Sombrero Time	12363	1/1/2021	1/31/2021	538.00	-	-	-	-	538.00
R&D Educational Systems Inc. Sombrero Time	12365	1/1/2021	1/31/2021	480.00	-	-	-	-	480.00
R&D Educational Systems Inc. Sombrero Time	12366	1/1/2021	1/31/2021	149.00	-	-	-	-	149.00
Rainbow Resource Center	3263410	12/22/2020	1/21/2021	70.42	-	-	-	-	70.42
Rainbow Resource Center	3264308	12/23/2020	1/22/2021	54.69	-	-	-	-	54.69
Rainbow Resource Center	3264310	12/23/2020	1/22/2021	65.95	-	-	-	-	65.95
Rainbow Resource Center	3276125	1/7/2021	2/6/2021	62.42	-	-	-	-	62.42
Rainbow Resource Center	3278955	1/11/2021	2/10/2021	147.03	-	-	-	-	147.03
Rainbow Resource Center	3279608	1/11/2021	2/10/2021	109.96	-	-	-	-	109.96

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Rainbow Resource Center	3279609	1/11/2021	2/10/2021	206.95	-	-	-	-	206.95
Rainbow Resource Center	3282155	1/26/2021	2/25/2021	201.34	-	-	-	-	201.34
Rainbow Resource Center	3283951	1/14/2021	2/13/2021	54.69	-	-	-	-	54.69
Rainbow Resource Center	3284570	1/14/2021	2/13/2021	18.17	-	-	-	-	18.17
Rainbow Resource Center	3288839	1/20/2021	2/19/2021	159.46	-	-	-	-	159.46
Rainbow Resource Center	3289481	1/20/2021	2/19/2021	120.71	-	-	-	-	120.71
Rainbow Resource Center	3289508	1/20/2021	2/19/2021	147.48	-	-	-	-	147.48
Rainbow Resource Center	3289535	1/20/2021	2/19/2021	77.93	-	-	-	-	77.93
Rainbow Resource Center	3290092	1/20/2021	2/19/2021	18.12	-	-	-	-	18.12
Rainbow Resource Center	3290852	1/21/2021	2/20/2021	93.61	-	-	-	-	93.61
Rainbow Resource Center	3291158	1/21/2021	2/20/2021	127.80	-	-	-	-	127.80
Rainbow Resource Center	3291465	1/22/2021	2/21/2021	379.39	-	-	-	-	379.39
Rhonda Asbenson	2024	1/13/2021	2/12/2021	1,080.00	-	-	-	-	1,080.00
School of Rock Elk Grove & Roseville	1053	1/1/2021	1/31/2021	101.00	-	-	-	-	101.00
School of Rock Elk Grove & Roseville	1054	1/1/2021	1/31/2021	390.00	-	-	-	-	390.00
School Pathways, LLC	67190	12/31/2020	1/30/2021	2,261.64	-	-	-	-	2,261.64
Scott J. Budnik	31	12/28/2020	1/27/2021	60.00	-	-	-	-	60.00
Scott J. Budnik	32	1/4/2021	2/3/2021	60.00	-	-	-	-	60.00
Shankari Arcot	122020-01	12/29/2020	1/28/2021	160.00	-	-	-	-	160.00
Sheri Joyce aka Well Read Fred Writing Classes	CCS-1220	12/30/2020	1/29/2021	180.00	-	-	-	-	180.00
Starfall Education Foundation	4076-6131-4491	1/8/2021	2/7/2021	35.00	-	-	-	-	35.00
Starfall Education Foundation	9492-2222-8565	1/18/2021	2/17/2021	35.00	-	-	-	-	35.00
Stephanie Strong	15	12/25/2020	1/24/2021	400.00	-	-	-	-	400.00
Stephanie Strong	16	1/22/2021	2/21/2021	320.00	-	-	-	-	320.00
Studies Weekly	374329	1/13/2021	2/12/2021	32.12	-	-	-	-	32.12
T-Mobile	202012021225	12/30/2020	1/29/2021	15,840.00	-	-	-	-	15,840.00
Teacher Synergy, LLC	140177776	1/12/2021	2/2/2021	6.19	-	-	-	-	6.19
Teacher Synergy, LLC	140416482	1/14/2021	2/4/2021	6.99	-	-	-	-	6.99
Teacher Synergy, LLC	140640903	1/15/2021	2/5/2021	32.00	-	-	-	-	32.00
Teacher Synergy, LLC	140926095	1/19/2021	2/9/2021	24.00	-	-	-	-	24.00
Teacher Synergy, LLC	140926264	1/19/2021	2/9/2021	12.38	-	-	-	-	12.38
Teacher Synergy, LLC	140928955	1/19/2021	2/9/2021	135.00	-	-	-	-	135.00
Teacher Synergy, LLC	141162728	1/20/2021	2/10/2021	16.00	-	-	-	-	16.00
Teacher Synergy, LLC	141163003	1/20/2021	2/10/2021	16.00	-	-	-	-	16.00
Teacher Synergy, LLC	141313973	1/21/2021	2/11/2021	12.00	-	-	-	-	12.00
Teacher Synergy, LLC	141430578	1/22/2021	2/12/2021	45.00	-	-	-	-	45.00
Teacher Synergy, LLC	141430830	1/22/2021	2/12/2021	7.75	-	-	-	-	7.75
Teacher Synergy, LLC	141431268	1/22/2021	2/12/2021	3.00	-	-	-	-	3.00
Teaching Textbooks	32983	12/18/2020	1/17/2021	67.08	-	-	-	-	67.08
Teaching Textbooks	33135	1/20/2021	2/19/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	33136	1/20/2021	2/19/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33137	1/20/2021	2/19/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33138	1/20/2021	2/19/2021	265.18	-	-	-	-	265.18
Teaching Textbooks	33139	1/20/2021	2/19/2021	53.15	-	-	-	-	53.15
Teaching Textbooks	33140	1/20/2021	2/19/2021	53.15	-	-	-	-	53.15
Teaching Textbooks	33141	1/20/2021	2/19/2021	67.08	-	-	-	-	67.08
The Critical Thinking Co.	166272A	12/21/2020	1/20/2021	74.48	-	-	-	-	74.48

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The Critical Thinking Co.	166273A	12/21/2020	1/20/2021	26.94	-	-	-	-	26.94
The Critical Thinking Co.	166286A	12/22/2020	1/21/2021	54.48	-	-	-	-	54.48
Theory Dance LLC	Pesola-DEC20	1/4/2021	2/3/2021	70.00	-	-	-	-	70.00
Theory Dance LLC	Pesola-JAN/FEB21	10/9/2020	10/3/2020	140.00	-	-	-	-	140.00
Therapeutic Language Clinic, Inc.	3601	12/31/2020	1/30/2021	660.00	-	-	-	-	660.00
Therapeutic Language Clinic, Inc.	3602	12/31/2020	1/30/2021	330.00	-	-	-	-	330.00
Thomas Purvance	0009	11/4/2020	12/4/2020	202.50	-	-	-	-	202.50
Timberdoodle.com	353153	12/22/2020	2/20/2021	87.98	-	-	-	-	87.98
Timberdoodle.com	354040	1/14/2021	3/15/2021	837.28	-	-	-	-	837.28
Time4Writing.com	T4W12455	1/12/2021	2/11/2021	119.00	-	-	-	-	119.00
Vanessa Shaw	13	1/21/2021	2/20/2021	830.00	-	-	-	-	830.00
Viktoria Dzhumara	54	1/11/2021	2/10/2021	120.00	-	-	-	-	120.00
Viktoria Dzhumara	57	1/21/2021	2/20/2021	120.00	-	-	-	-	120.00
Wonder Crate	CCS001	12/30/2020	1/29/2021	287.52	-	-	-	-	287.52
WriteShop	21-0121	1/13/2021	2/12/2021	15.00	-	-	-	-	15.00
Y Corporation dba Mathnasium	61057	1/8/2021	2/7/2021	260.00	-	-	-	-	260.00
Y Corporation dba Mathnasium	61058	1/8/2021	2/7/2021	260.00	-	-	-	-	260.00
Y Corporation dba Mathnasium	61062	1/8/2021	2/7/2021	260.00	-	-	-	-	260.00
Young, Minney & Corr, LLP - CA Trust	69336	1/21/2021	2/20/2021	3,192.42	-	-	-	-	3,192.42
Total Outstanding Payables in January				**$ 82,074**	**$ -**	**$ -**	**$ -**	**$ 381**	**$ 82,455**

Clarksville Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended January 31, 2021

Account	Account Description	Account Balance
9180	Due (to)/from Inspire Charter Service	$ 780,413.48
	Total Due (to)/from Balance	**$ 780,413**

Coversheet

Budget Considerations for 2021-2022 School Year (p. 49-60)

Section:	II. Finance
Item:	B. Budget Considerations for 2021-2022 School Year (p. 49-60)
Purpose:	Discuss
Submitted by:	
Related Material:	21.01_Clarksville FY2122 Budget Draft.pdf Student Allotment - Financial Considerations.pdf

CHARTER IMPACT

Clarksville Charter School

FY21-22 Budget Draft

Attendance and Data Metrics

Enrollment & Per Pupil Data		
	FY20-21	**FY21-22**
Average Enrollment	1182	1633
ADA	1158	1600
Attendance Rate	98.0%	98.0%
Unduplicated %	34.7%	34.7%
Revenue per ADA	$10,317	$10,353
Expenses per ADA	$10,020	$10,078

Revenue Projections

- 38% increase in projected revenues driven by change in enrollment.

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Revenue			
State Aid-Rev Limit	$ 10,467,717	$ 15,034,727	$ 4,567,010
Federal Revenue	210,758	190,400	20,358
Other State Revenue	1,245,826	1,338,918	(93,091)
Other Local Revenue	22,461	-	22,461
Total Revenue	**$ 11,946,762**	**$ 16,564,044**	**$ 4,516,737**

Expense Projections

- 39% increase in expenses driven by:
  - Increase in total Instructional Staff.
  - 8% increase in projected cost for Health Insurance.
  - Change in Student allotted Funds.

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Expenses			
Certificated Salaries	$ 4,690,993	$ 6,028,500	$ 1,337,507
Classified Salaries	491,610	207,500	(284,110)
Benefits	1,502,985	1,920,216	417,231
Books and Supplies	1,398,318	2,505,174	1,106,857
Subagreement Services	1,976,995	3,108,309	1,131,314
Operations	132,016	243,993	111,978
Facilities	67,397	57,620	(9,777)
Professional Services	1,165,394	1,871,241	705,847
Depreciation	2,172	3,000	828
Interest	175,541	180,000	4,459
Total Expenses	**$ 11,603,420**	**$ 16,125,553**	**$ 4,522,133**

Projected Fund Balance

- Budget surplus represents 3% of Annual Surplus.

	FY20-21 (Current Year)	FY21-22 (Budget Draft)	Variance
Total Surplus(Deficit)	**$ 343,342**	**$ 438,491**	**$ 95,149**
Beginning Fund Balance	288,347	631,689	
Ending Fund Balance	**$ 631,689**	**$ 1,070,181**	
As a % of Annual Expenses	*5.4%*	*6.6%*	

CHARTER IMPACT

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 ✓

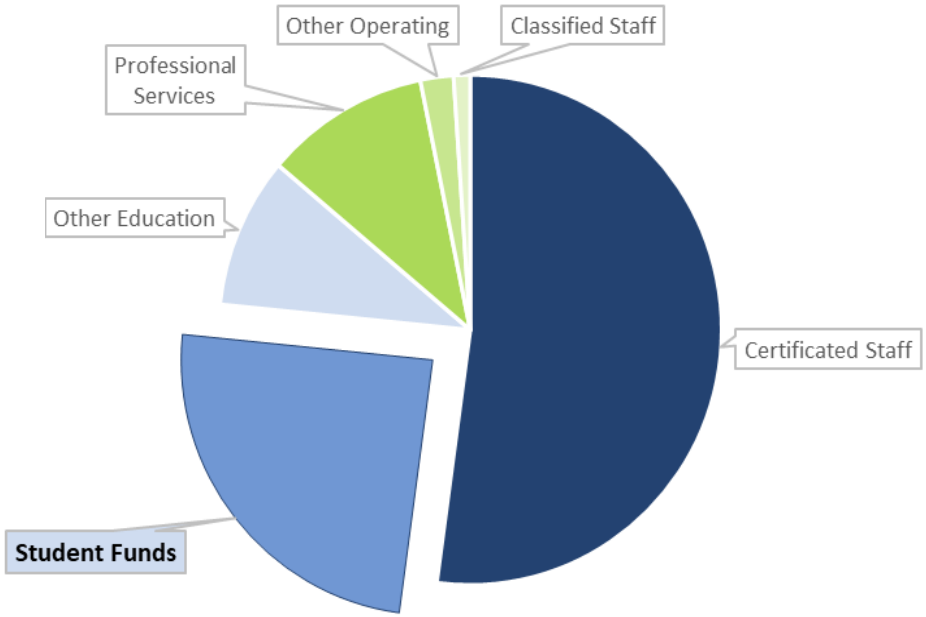
Pupil:Teacher Ratio
21.09 :1

SB740 Implications

Funding Level	Certificated Salary and Benefits	Instructional Sepnding *(incl. cert. salaries and benefits)*	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	**$ 10,000**	
Certificated Salaries and Benefits	4,900	*49.0%* ✓
Student Allotment	2,300	
Other Educational Costs	900	
Total Instructional Costs	*8,100*	*81.0%* ✓
Professional Services	1,000	
Other Operating Costs	200	
Classified Salaries and Benefits	100	
Total Non-Instructional Costs	*1,300*	
Total Expenses	**$ 9,400**	
Surplus/Savings	**$ 600**	



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.

OFFICE:
888.474.0322

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NORTHRIDGE, CA 91325

WWW.CHARTERIMPACT.COM

Coversheet

2021-2022 Staff Contracts (p. 61-103)

Section: II. Finance
Item: C. 2021-2022 Staff Contracts (p. 61-103)
Purpose: Vote
Submitted by:
Related Material: 21.22 Leadership Contract_CCS.pdf
21.22 Special Education Teacher Contract_CCS.pdf
21.22 Admin Contract_CCS.pdf
21.22 Classified Contract_CCS.pdf
21.22 Homeschool Teacher Contract_CCS.pdf
21.22 Highly Qualified Teacher Contract_CCS.pdf

CLARKSVILLE
CHARTER SCHOOL

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville 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. Clarksville Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Clarksville 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, Clarksville 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, Clarksville 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 Clarksville Charter School, and the employee signing below expressly recognizes that he/she is being employed by Clarksville Charter School and not the District.

3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Clarksville 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, Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School in its sole discretion.

5. **Performance Evaluation**

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

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

6. **Employee Rights**

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

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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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Clarksville Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Clarksville 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 Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

CLARKSVILLE CHARTER SCHOOL

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

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

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3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

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

Clarksville 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 Clarksville Charter School.

3. **Compensation**

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

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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.

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11. **Outside Professional Activities**

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

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2. **Revocation/Nonrenewal of Charter**: In the event that Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

CLARKSVILLE
CHARTER SCHOOL

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville 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. Clarksville Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Clarksville 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, Clarksville 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, Clarksville 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 Clarksville Charter School, and the employee signing below expressly recognizes that he/she is being employed by Clarksville Charter School and not the District.

3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Clarksville 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, Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School in its sole discretion.

5. **Performance Evaluation**

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

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

6. **Employee Rights**

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

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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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Clarksville Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Clarksville 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 Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

CLARKSVILLE
CHARTER SCHOOL

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville 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. Clarksville Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Clarksville 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, Clarksville 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, Clarksville 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 Clarksville Charter School, and the employee signing below expressly recognizes that he/she is being employed by Clarksville Charter School and not the District.

3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Clarksville 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, Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School in its sole discretion.

5. **Performance Evaluation**

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

Failure to evaluate Employee shall not prevent Clarksville Charter School from

disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Clarksville Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Clarksville Charter School's Personnel Handbook, which from time to time may be amended and modified by Clarksville Charter School, in Clarksville Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Clarksville Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Clarksville 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 Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville 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. Clarksville Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Clarksville 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, Clarksville 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, Clarksville 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 Clarksville Charter School, and the employee signing below expressly recognizes that he/she is being employed by Clarksville Charter School and not the District.

3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Clarksville 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, Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School in its sole discretion.

5. **Performance Evaluation**

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

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

6. **Employee Rights**

Employment rights and benefits for employment at Clarksville Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Clarksville Charter School's Personnel Handbook, which from time to time may be amended and modified by Clarksville Charter School, in Clarksville Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School) shall not occur from 8:30 a.m. – 5 p.m. Monday through Friday, except holidays. Clarksville Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities performed outside of employment with Clarksville 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 Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

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

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and Clarksville Charter School. The School desires to hire employees who will assist Clarksville Charter School in achieving the goals and meeting the requirements of the school. The parties recognize that Clarksville 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 Clarksville Charter School in implementing its purposes, policies, and procedures.

WHEREAS, Clarksville 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. Clarksville Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Clarksville 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, Clarksville 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, Clarksville 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 Clarksville Charter School, and the employee signing below expressly recognizes that he/she is being employed by Clarksville Charter School and not the District.

3. Pursuant to Education Code section 47610, Clarksville 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. Clarksville Charter School shall be deemed the exclusive public school employer of the employees at Clarksville Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Clarksville 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, Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School in its sole discretion.

5. **Performance Evaluation**

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

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

6. **Employee Rights**

Employment rights and benefits for employment at Clarksville Charter School shall only be as specified in this Employment Agreement, the Charter Schools Act and Clarksville Charter School's Personnel Handbook, which from time to time may be amended and modified by Clarksville Charter School, in Clarksville Charter School's sole discretion. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School enter into a contractual relationship with a vendor to which the Employee has a familial or marital connection.

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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

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2. **Revocation/Nonrenewal of Charter**: In the event that Clarksville 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 Clarksville Charter School on the terms specified herein.

2. All information I have provided to Clarksville Charter School related to my employment is true and accurate.

3. This is the entire agreement between myself and Clarksville 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: _____

Clarksville Charter School Approval:

Date: _____ _____

Executive Director, Clarksville Charter School

Coversheet

2021-2022 Compensation Policy (p.104-112)

Section: II. Finance
Item: D. 2021-2022 Compensation Policy (p.104-112)
Purpose: Vote
Submitted by:
Related Material: Employee Compensation_2122_CV.pdf
21_22 Draft Salary Schedules.pdf

CLARKSVILLE
CHARTER SCHOOL

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 specifiied differently in the job decription) 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 requirment of the assessment positions, travel will be reimbursed based on the reimbursement policy

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

North Charters

Leadership Salary Schedule

Schedule C

Pay Scale Level*

	Educational Services Coordinator	Coordinator I***	Coordinator II***	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 requirment 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*

	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
Steps	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 (p. 113-125)

Section: III. Academic Excellence
Item: A. Title IX Sexual Harassment Policy & Grievance Procedures (p. 113-125)
Purpose: Vote
Submitted by:
Related Material:
Title_IX_Sexual_Harassment_Policy___Grievance_Procedures_-_Clarksville.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 Clarksville 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 todisciplinary action up to and including expulsion from Clarksville Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Clarksville 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 Clarksville Charter School’s resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Clarksville Charter School’s decision or resolution, submit a written appeal to the Governing Board President of Clarksville 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 Clarksville Charter School will implement appeal procedures equally for both parties.
- Clarksville 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 thewritten 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 formalcomplaint of sexual harassment has been filed. Such measures are designed to restore or preserveequal access to Clarksville Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Clarksville Charter School's educational environment, or deter sexual harassment. Supportive measuresavailable to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or classschedules, 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. Clarksville Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining suchconfidentiality would not impair the ability of Clarksville Charter School to provide the supportive measures.

Title IX Coordinator - Jenell Sherman

Email- jenell.sherman@clarksvillecharter.org

Phone Number- (916) 532-5923

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. **<u>Recordkeeping</u>**:

   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.

CLARKSVILLE
CHARTER SCHOOL

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 Clarksville 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 helpfulto 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:

Jenell Sherman
916-532-5923
jenell.sherman@clarksvillecharter.org

Coversheet

Transgender & Gender Nonconforming Students Policy (126-132)

Section:	III. Academic Excellence
Item:	B. Transgender & Gender Nonconforming Students Policy (126-132)
Purpose:	Vote
Submitted by:	
Related Material:	Transgender and Gender Nonconforming Students Policy - Clarksville.pdf

Transgender and Gender Nonconforming Students Policy

Clarksville 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 Clarksville 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 identity 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, harassment, bullying or intimidation to the designated site administrator or Title IX/Bullying Complaint Manager in cases where they may be a target or witness.

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, Jenell Sherman, ~~jenell@inspireschools.org~~ Jenell.sherman@clarksvillecharter.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 - Jenell Sherman
Email - Jenell.sherman@featherrivercharter.org
Phone Number – (916) 532-5923

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 (p. 133-139)

Section:	III. Academic Excellence
Item:	C. Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy (p. 133-139)
Purpose:	Vote
Submitted by:	
Related Material:	Anti–Harassment Policy - Clarksville.pdf

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

Clarksville 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. Clarksville Charter School prohibits any such discrimination, harassment, intimidation, or bullying.

The purpose of the Clarksville 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 - Jenell Sherman
  Email - Jenell.sherman@clarksvillecharter.org
  Phone Number – (916) 532-5923

- **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 Clarksville Charter School to discriminate against, harass, intimidate or bully another student, teacher, administrator, other employee or anyone associated with Clarksville 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 Clarksville 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 Clarksville Charter School employees have a responsibility for keeping our work environment free of discrimination, harassment, intimidation, and bullying.

5. **Reporting:** Clarksville 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, Clarksville 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. Clarksville 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. Clarksville Charter School is serious about enforcing its policy against harassment; however, Clarksville Charter School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to Clarksville 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. Clarksville 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 Clarksville 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 (p. 140-142)

Section:	IV. Operations
Item:	A. Notice of Non-Discrimination (p. 140-142)
Purpose:	Vote
Submitted by:	
Related Material:	Notice_of_Non-Discrimination Clarksville 2021.pdf

CLARKSVILLE
CHARTER SCHOOL

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 Clarksville 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, Jenell Sherman, Executive Director, 4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762, (916) 241-8657. Questions, concerns or complaints regarding compliance with Title IX employee issues, please contact the Human Resources Director Becky Harris, 4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762, (916) 241-8657. Questions, concerns or complaints regarding harassment, discrimination, intimidation and bullying, please contact the Equity Compliance Officer, Darcy Belleza, 4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762, (916) 241-8657.

The **Clarksville 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.

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(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.
(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, y our 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.

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Coversheet

Comprehensive Safety Plan 2021-2022 (p. 143-246)

Section: IV. Operations
Item: B. Comprehensive Safety Plan 2021-2022 (p. 143-246)
Purpose: Vote
Submitted by:
Related Material: With Legal edits-Comprehensive Safety Plan - Clarksville 2021-2022.pdf

CLARKSVILLE
CHARTER SCHOOL

Clarksville 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

Clarksville Charter School
Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237
Part 1: Commitment to School Safety

Clarksville Charter School is committed to ensuring that all enrolled students and all employees are safe and secure. Clarksville Charter School believes that a beginning step toward safer schools is the development of a comprehensive plan for school safety by every school. Clarksville 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

Clarksville 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

Clarksville 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 Clarksville 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.

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

Resource Center Visitors

All visitors to the resource center, except students of the school and staff members, must sign in at the reception desk immediately upon entering any school building or ground and return to the reception desk to sign out before leaving the resource center.

Comprehensive School Safety Plan

Clarksville Charter School
Section A: General Information – School Safety - Includes Employee Fingerprint/Background Check - Ed Code 44237
Part 4: Criminal Background Check

CRIMINAL BACKGROUND CHECK

Clarksville 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. Clarksville 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 Clarksville Charter School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to Clarksville 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 Clarksville Charter School may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

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

Clarksville 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, Clarksville 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 Clarksville 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 Clarksville Charter School.

Comprehensive School Safety Plan

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
Part 1: Child Abuse Reporting Procedures

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

At Clarksville 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 Clarksville 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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
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. Clarksville Charter School board policies are continually updated to reflect appropriate legislation. Excerpts from the California Penal Code and Clarksville 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.

Clarksville 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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
Part 1: Child Abuse Reporting Procedures

Clarksville 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.

Clarksville 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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
Part 1: Child Abuse Reporting Procedures

Clarksville 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)

<u>Reporting Procedures</u>

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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
Part 1: Child Abuse Reporting Procedures

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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et seq.*
Part 1: Child Abuse Reporting Procedures

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

Clarksville Charter School
Section B: Child Abuse Reporting Procedures - Penal Code 11164, *et sq.*
Part 1: Child Abuse Reporting Procedures

Clarksville 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

Clarksville Charter School
Section C: Disaster Procedures, Routine and Emergency - Ed Code 32282; CCR Title 8, Sec 3220 ADA
Part 1: General Information – Disaster

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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: Jenell Sherman
Phone: 916-532-5923

Department: Executive Director
Email: jenell.sherman@clarksvillecharter.org

Name: Kristie Nicosia
Phone: (916) 990-8263

Department: Assistant Director
Email: kristina.nicosia@clarksvillecharter.org

Plan Approval:

_____ _____
Name of Responsible Party Title

_____ _____
Signature Date

RECORD OF DISTRIBUTION

Plan #	Office/Department	Representative	Signature

EMERGENCY TELEPHONE NUMBERS

Clarksville Charter School Resource Center

FACILITY EMERGENCY NUMBERS	
1. Emergency Operations Center	(916) 532-5923
2. Alternate Location	(916) 241-8657

LOCAL AGENCIES/OTHERS	
1) Local Police	El Dorado County Sheriff's Substation Non-Emergency Number (530) 621-5655
2) Local Fire	Golden Foothill Fire Station Non-Emergency Number (916) 933-6941
3) American Red Cross	(916) 993-7070
4) Electric Utility Company	PG&E (800)743-5000
5) Local Gas Company	PG&E (800)743-5000
6) Local Water Company	El Dorado Irrigation District (530)622-4513 .

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

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 procedur 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

THE FIELD ACT

(Garrison Act and Riley Act)

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

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.

PUBLIC EMPLOYEES ARE DISASTER SERVICE WORKERS
California Government Code Section 3100

All school employees are considered disaster service workers when:

- A local emergency has been proclaimed
- A state emergency has been proclaimed

or,

- A federal disaster declaration has been made

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

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

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

POST-DISASTER SHELTERS

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

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

THE PETRIS BILL

California Government Code Section 8607

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

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

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE HSPD-5

February 28, 2003

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

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

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

USING SEMS AND NIMS IN YOUR SCHOOL - AN OVERVIEW

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

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

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

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

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

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

THE EMERGENCY OPERATIONS CENTER

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

A Word About Unified Command

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

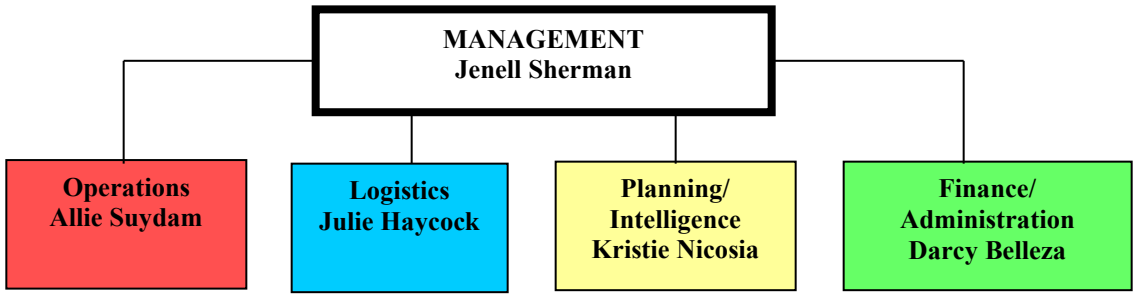
In the EOC, this means that first responder representatives will essentially be running response activities in consultation with the organization's Management Staff and Section Chiefs. In the field, Team Leaders and Team Members will work alongside first response teams, *unless* the EOC Director/Incident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

The Dual Role of the School Office

- The School must organize to respond to incidents that occur at their location
  - Ensure that the School has a functional Emergency Action Plan
  - Ensure that School staff are trained and well prepared

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

INCIDENT COMMAND SYSTEM AND DIVISION OF LABOR

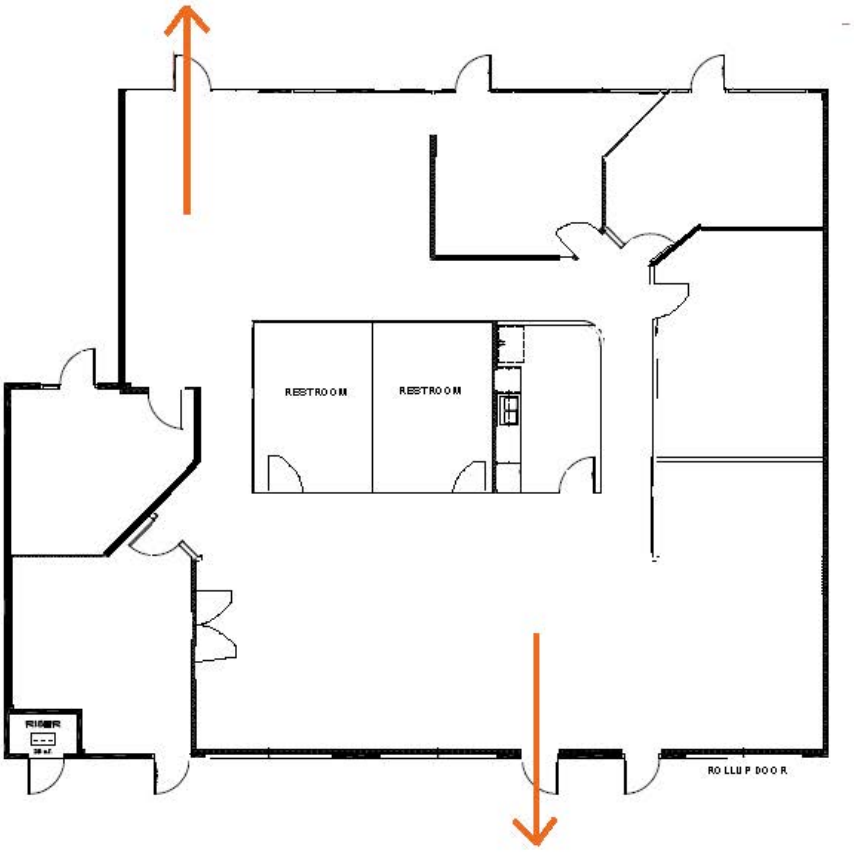


Divisions of Labor

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

Evacuation Plan

4818 Golden Foothill Pkwy, Unit 9
El Dorado Hills, CA



Staff Roster 2020-2021

Amanda Johnson
Darcy Belleza
Jenell Sherman
Kristina Nicosia
Linda Qian
Drew Bender
Jenna Weightman
Jennifer Alcorn
Jennifer Gerhardt
Johanna Rhoads
Kacy Booth
Neda Burleigh
Becky Harris
Stacey Houdyshell
Zack Newman
Abigail Mouillesseaux
Amber Stephen
Amy Buell
Brenda Layher
Carey Brown
Carolin Hansa
Carolyn (Callie) Johnson
Carrie Liebrich
Carrie Carlson
Corina Stout
Cynthia Maitland
Danielle Beauvais Baumunk
Elisa Avila
Elizabeth Platt
Heather Largent
Heather Morris
Jamie Strutz
Janna McKnight
Jenni Green
Juliet Baker
Katherine Spicer
Kerstin Mentink
Kollen Marchant
Leigh Ann Crosby
Lilly LaSavio
Lindy Lewis
Margaret Ansbach
Mary Stein
Melissa Holman

Michelle Bliss
Mindy Hopson
Monika Beekman
Nancy Christiansen
Rebecca Hanson
Rebecca Morales
Ronni Ernenputsch
Sara Infante
Scott Brandow
Tonia Villanueva
Tracy Pipkin
Tyrone Beekman
Vickie Clarke
Gale Buhlert
Isabel Roberts
Jennifer Dwyer
Rachel Tinkler
Rekha Mathew
Sally Mast
Shoshanna Amen
Stephanie Terrell
Rachel Trocke
Camille Nelson
Katie Royer
Melinda Radsliff
Rosana Clark
Kelsie Woody

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

- 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 telephones lines clear for emergency calls.
- If an evacuation is ordered, follow all instructions.
- Upon reaching alternative evacuation area, take head count and report missing or ill staff to Incident Commander and/or law enforcement.

MEDICAL EMERGENCY

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

SOME EMERGENCY PREVENTION/PREPAREDNESS GUIDELINES

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

WHAT TO DO IF A MEDICAL EMERGENCY OCCURS

- Assess seriousness of injury and/or illness by doing START (Simple Triage and Rapid Treatment, commonly called Thirty-Two-Can Do). If a staff member fails any of the three simple tests (Respirations, Perfusion, and Mental), their medical status is IMMEDIATE (RED). Administer first aid or CPR as needed.
- Call **911** and be prepared to provide:
  - ✓ Your address, building letter (A, B, C, D, etc.), room or floor number
  - ✓ Describe illness or type of injury
  - ✓ 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
###

Comprehensive School Safety Plan

Clarksville 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

Clarksville 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. Clarksville 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

Clarksville 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

Clarksville 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

Clarksville 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

Clarksville 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

Clarksville Charter School
Section 3: Disaster Procedures
Part 7: Fire Procedures

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

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

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

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

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

When evacuating buildings walk, do not run.

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

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

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

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

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

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

If the fire is off site, wait for instructions from the Executive Director or Executive Director's designee.

Comprehensive School Safety Plan

Clarksville Charter School
Section 3: Disaster Procedures
Part 8: Flood Procedures

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

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

Based upon the specific threat, Clarksville 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 Clarksville Charter School EOC in coordination with SEMS.

Comprehensive School Safety Plan

Clarksville 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 Clarksville 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

Clarksville Charter School
Section 3: Disaster Procedures
Part 10: Severe Windstorm Procedures

If a severe wind warning is received at school location, notify Clarksville Charter School Executive Director immediately.

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

Based upon the specific threat, Clarksville 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 Clarksville Charter School EOC in coordination with SEMS.

Comprehensive School Safety Plan

Clarksville 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 Clarksville 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

Clarksville 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 Clarksville 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

Clarksville 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

Clarksville Charter School
– Suspension and Expulsion/Due Process/Rules and Procedures of School Discipline

Clarksville 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 Clarksville Charter School, as identified in Clarksville Charter School's Suspension and Expulsion policy. If a student is expelled for committing any of the acts listed above, Clarksville 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, junion,

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 Clarksville Charter School's Suspension and Expulsion Policies

Grounds for Suspension and Expulsion of Students: The following reflect the serous acts that would lead to suspension, expulsion, or mandatory expulsion recommendations in accordance with Clarksville 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 certificates 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 Clarksville 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

Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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.

Comprehensive School Safety Plan

Clarksville Charter School
Section I: Suspension/Expulsions rules and procedures - Ed Code 47605
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 Clarksville Charter School Board following a hearing before it or by the Clarksville 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 Clarksville 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

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

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 Clarksville 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 Clarksville 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 Clarksville 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 Clarksville 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.

Comprehensive School Safety Plan

Clarksville 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 Clarksville 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 Clarksville Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Clarksville 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 Clarksville Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Clarksville Charter School.

Comprehensive School Safety Plan

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

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.

Comprehensive School Safety Plan

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

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 Clarksville 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.

Comprehensive School Safety Plan

Clarksville Clarksville Charter School
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 Clarksville 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 Clarksville Charter School shall maintain records of all student suspensions and expulsions at the Clarksville 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 Clarksville 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 Clarksville 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 Clarksville Charter School for readmission.

Readmission: The decision to readmit a student or to admit a previously expelled student from another school district or Clarksville 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 Clarksville 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

Clarksville 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 Clarksville 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 te pupil engaged in, or is reasonably suspected to have engaged in, those acts. Clarksville Charter School shall provide the information to the teacher based on any written records that Clarksville 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.

(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.

Clarksville Charter School – Employee Security

Notice Regarding Student Crimes and Offenses

The Executive Director or designee shall inform the teacher of every student who has engages in, or is reasonably suspected to have engaged in, any act during the previous three years which could constitute grounds for suspension or expulsion, with the exception of the possession or use of tobacco products. This information shall be based upon written 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.

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Comprehensive School Safety Plan

Clarksville Charter School
Section E: Procedures to notify teachers of dangerous pupils - Ed Code 49079
Part 1: Notifying Teachers of Dangerous Pupils

From Clarksville Charter School Employee Security (Continued)

The teacher shall initial the student's file when reviewing it in the school office. Once Clarksville 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 Clarksville Charter School's liability.

Comprehensive School Safety Plan

Clarksville Charter School
Section E: Discrimination and Sexual Harassment Policy
Part 1: General Information

The administration, teachers and staff at Clarksville 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 Clarksville 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.

Clarksville 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

Clarksville 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 Clarksville 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.

Clarksville 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 Clarksville 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 Clarksville 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.

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Comprehensive School Safety Plan

Clarksville 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 - Jenell Sherman
Email- jenell.sherman@featherrivercharter.org
Phone Number- (916) 532-5923

Notifications

A copy of Clarksville 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

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

Clarksville Charter School
– Sexual Harassment:

The Governing Board prohibits unlawful sexual harassment of or by any student by anyone in or from Clarksville 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 Clarksville 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.

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

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status or progress.

2. Submission to or rejection of the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
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

Clarksville 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 Clarksville 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 - Jenell Sherman
Email- jenell.sherman@featherrivercharter.org
Phone Number- (916) 532-5923



Comprehensive School Safety Plan

Clarksville Charter School
Section F: Discrimination and Sexual Harassment Policy
Part 3: Sexual Harassment – Students

Notifications

A copy of Clarksville 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 Clarksville 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.

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Comprehensive School Safety Plan

Clarksville 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

Clarksville Charter School
Section G: Safe Ingress and Egress
Part 1: General Information

Clarksville Charter School – Safe Ingress and Egress

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

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

Comprehensive School Safety Plan

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

Clarksville Charter School – Bullying and Intimidation

The Clarksville Charter School's Board believes that all students have a right to a safe and healthy school environment. To that end, Clarksville Charter School, schools and community have an obligation to promote mutual respect, tolerance, and acceptance. Clarksville 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 Clarksville 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

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

Clarksville Charter School – Bullying and Intimidation

From Clarksville 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.

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

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

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

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

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

Comprehensive School Safety Plan

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

Clarksville 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

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

Clarksville 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 Clarksville Charter School's annual notification of parents.

Each staff member shall be notified of Clarksville 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

Clarksville 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. Clarksville 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.

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Comprehensive School Safety Plan

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

- **Suicide Prevention, Intervention and Postvention Protocol**

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

- **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

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Clarksville 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

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

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 Clarksville 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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Clarksville Charter School
Section J: Mental Health Guidelines
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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 AssessmentIf 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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Clarksville Charter School
Section J: Mental Health Guidelines
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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

Comprehensive School Safety Plan

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

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

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.

Comprehensive School Safety Plan

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

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:

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

Notification of students should be done in small group settings, such as in the classroom. Do not notify students using a public announcement system.

To the extent possible, students should be notified in the same time period to minimize rumors.

When possible, the news should be delivered by staff with whom the students are most familiar and comfortable.

Provide staff with a scripted notification of death for students and

Prepare staff for potential reactions and questions. Review student support plan making sure to clarify procedures and locations for crisis counseling.

Define triage procedures for students and staff who may need additional support in coping with the death.

Identify a lead crisis response staff member to assist with coordination of crisis counseling and support services.

Identify locations on campus to provide crisis counseling to students, staff and parents, as needed.

Identify a mental health professional (School psychologist or school counselor) to check in with students previously identified to be at risk for suicide.

Request substitute teachers, as needed.

Maintain sign-in sheets and documentation on individual's services for follow up, as needed.

Provide students, staff or parents/guardians/caretakers with after-hours resource numbers such as the 24/7 Suicide Prevention Crisis Line.

Refer students or staff who require a higher level of care for additional services such as a community mental health provider, or their health care provider. Indicators of students and staff in need of additional support and/or referral may include the following:

Comprehensive School Safety Plan

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

Persons with close connections to the deceased.

Persons who have experienced a loss over the past six months to a year, a traumatic event, have witnessed acts of violence, or have a history of suicide (Self or family member).

Persons who appear emotionally over-controlled (e.g., a student who was very close to the deceased but who is exhibiting no emotional reaction to the loss) or those who are angry when majority are expressing sadness.

Persons unable to control crying

Persons with multiple traumatic experiences may have strong reactions that require additional assistance.

Document

School administration shall maintain records and documentation of actions taken at the school site.

Monitor and manage

School administration with support from the 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.

Comprehensive School Safety Plan

Clarksville Charter School
Section K: Crime Assessment
Part 1: Crime Assessment

In compliance with SB 187 and SB 334, will compile statistics pertaining to school crime committed at our locations and at school-related functions. The school will complete a *California Safe Schools Assessment – School Crime Reporting Form* for each incident that occurs. Copies of these forms shall be inserted in the Appendix this plan. The school will also insert an annual breakdown of incidents, by month. Information obtained will assist the school and in developing programs to reduce the incidence of crime on campus.

Comprehensive School Safety Plan

Clarksville 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
Clarksville Charter School has developed a COVID-19-Prevention Plan and the COVID-19 School Guidance Checklist. Along with, CCS participates in the Cal/OSHA Notice and Reporting Obligations (AB 685.) AB 685 is effective January 1, 2021 and expires January 1, 2023.

CCS under the Cal/OSHA regulations, will follow the Employer Notice and Reporting Requirements in AB 685. CCS 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. CCS within 48 hours will report an "outbreak" to the local public health agency.

Clarksville 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

Clarksville 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 (p. 247-248)

Section: IV. Operations
Item: C. 2021-2022 Enrollment Dates (p. 247-248)
Purpose: Vote
Submitted by:
Related Material: Open Enrollment Dates 21-22_CV.pdf

CLARKSVILLE
CHARTER SCHOOL

Enrollment Dates 2021-2022

Open Enrollment Period

March 22-April 9

Coversheet

Auditor Selection (p. 249-291)

Section: IV. Operations
Item: D. Auditor Selection (p. 249-291)
Purpose: Vote
Submitted by:
Related Material:
Clarksville Charter School proposal for audit and tax services from Baker Tilly.pdf
Clarksville Proposal.pdf
CLA Proposal.pdf
Auditor Bids for Clarksville Charter School.pdf

February 2021

Protecting and enhancing for

Clarksville Charter School

FORWARD-THINKING SERVICES TO HELP YOU WIN NOW AND ANTICIPATE TOMORROW





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bakertilly.com

February 10, 2021

Clarksville Charter School
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762

Dear Board Members:

It has been a pleasure connecting with you to learn more about the organizational objectives of Clarksville Charter School (Clarksville). On behalf of the entire team, thank you for the opportunity to demonstrate why Baker Tilly is the right fit to provide professional audit and tax services and deliver the value you deserve.

As a not-for-profit education organization, you have unique organizational needs and financial reporting considerations. We are excited to demonstrate how we can help you address those needs and achieve your goals. We know that we can add value to your engagement in many ways. Some examples include:

- We bring a consistent and **dedicated not-for-profit team with specialists who are highly experienced in serving charter and independent schools**. Audit partner Jim Rotherham leads our charter and independent school practice on the west coast and deeply understands the compliance and regulatory requirements and operating challenges that charter schools face.
- We provide **hands-on partner and manager involvement** and communicate with our clients throughout the entire year.
- We offer the **responsiveness and year-round accessibility of a local firm**, with the vast resources of a top 15 national firm.
- As Value Architects™, we are committed to helping our clients improve their organizations through strategic advice, educational opportunities and other value-added services.

Clarksville will be a valued client and, to ensure your highest level of satisfaction, we will be available when you need us, where you need us, for as long as you need us. When your needs or goals change, we will serve as a central point of contact to introduce you to other Baker Tilly specialists across our firm.

The following pages detail our tailored service approach to working with you to accomplish your objectives. We look forward to continuing to build our relationship as your Value Architects.

Sincerely,

James A. Rotherham, CPA, Partner
+1 (858) 597 4100 | jim.rotherham@bakertilly.com

bakertilly
now, for tomorrow.

Contents

WHY BAKER TILLY? 1
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SERVICE APPROACH 7
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Why Baker Tilly?

We encourage you to consider the following factors that differentiate us in the marketplace and where we believe we can bring value to Clarksville.

A firm dedicated to not-for-profit education entities

Baker Tilly goes to market based on industry specialization rather than service line. Our professionals offer clients a deep understanding of their respective industries. Your service team will be comprised of individuals with expertise in working with charter and independent schools similar in California. This means that your partners, managers and staff will possess the specialized knowledge to conduct efficient audit services, provide value-added comments and address your unique challenges.

As a firm, we work with over 1,800 not-for-profit clients, including 400+ educational institutions. This deep expertise provides your engagement team with an understanding of the complex issues that charter and independent schools face each day.

A tight-knit engagement team that is proactively involved

We have learned that the key to success includes a high degree of **collaboration, communication and responsiveness**. Clarksville will experience significant partner and manager involvement to ensure prompt resolution of any technical issues and that we are **always meeting your timeline**.

Large firm resources with local client service

Baker Tilly is the **right fit** for Clarksville. We have the size to offer all of the professional capabilities you need, yet we have a local firm focus that ensures you receive the responsive, personalized attention you expect. Your service team will maintain close communication with you to address issues before they become problems. At the same time, we can offer extensive firmwide resources to address any of your specialized needs.

We approach your relationship as Value Architects

At Baker Tilly, our mission is to **enhance and protect your value**. That's why our relationship with Clarksville will go well beyond the traditional once-a-year services, and why the value we provide you goes well beyond fees. We believe in ongoing, open communication so there are no surprises. We want to be your business advisor, offering insights into strategic planning, new accounting standards, internal controls, policies and procedures, accounting systems and methods, and taxation. We will also send industry newsletters and regularly invite you to attend forums and webinars so Clarksville can stay up to date with all new regulations and trends.

Firm experience and qualifications

Meet Baker Tilly

Baker Tilly US, LLP (Baker Tilly) is nationally recognized, full-service accounting and advisory firm founded in 1931 with one central objective: *use our industry specialization to help our clients improve their businesses*. As a leading global advisory, tax and assurance firm whose specialized professionals guide clients through an ever-changing business world, helping them succeed today and better anticipate the challenges of tomorrow. Key firm facts include:

4,600+
employees, including 440 partners

70+
Best Places to Work awards

60+
office locations across the U.S.

11th
largest U.S. CPA and advisory firm

$919.6M
firm revenue in fiscal year 2020

Baker Tilly and Squar Milner join forces

As of November 1, 2020, Baker Tilly and Squar Milner, the 11th and 41st largest accounting firms, respectively combined. By combining we bring greater value to our clients and deepen our relationships. This new organization offers greater scale, coast-to-coast presence and a global advantage to our clients.

Together, Baker Tilly will be a Top 10 firm

With our combined revenue, we anticipate Baker Tilly to be named a top 10 firm in 2021. Further, this combination provides our clients with greater capabilities, capacity, resources and influence to better serve our clients and to provide more opportunities for our people.

Local, collaborative service from San Diego

Our expanded presence in California allows us to serve you locally from our San Diego office – the hub of our charter and independent school practice – and leverage our more than 550 professionals located throughout the Golden State, as needed.

Why clients choose Baker Tilly

Clients choose Baker Tilly because of our extensive national footprint (with offices and clients across the U.S.), depth of experience, comprehensive service offerings and strong state and local support to keep abreast of planning opportunities in various jurisdictions.

Our team members work together as a cohesive, collaborative team and will ensure **our relationship with you is proactive, helpful, responsive, knowledgeable, business and industry focused, and valuable.**

bakertilly × squarmilner

Commitment to serving as your Value Architect™

At Baker Tilly, we're Value Architects. It is a mindset – a set of skills and abilities and behaviors rather than a job description.

Like an architect, we develop the blueprint with our clients on the best way to enhance and protect their value. We plan and are deliberate with our clients, and then we see it all the way through. Our clients trust our judgment and rely on us to marshal the right resources to solve their most pressing problems and help them seize new opportunities.

Not-for-profit industry expertise

More than 85 years of industry experience and one of the largest not-for-profit teams in the country have made Baker Tilly nationally known for our expertise in serving this sector.

We provide audit, tax and advisory services to more than 1,800 not-for-profit clients throughout the U.S., from a core team that has been in place for over 20 years.

Serving
1,800+
not-for-profit organizations
for more than 85 years

Because the financial needs of not-for-profits are unique, we maintain a separate practice group of more than 280 professionals dedicated to serving this industry. As part of a firmwide group of practitioners, Clarksville's service team will have access to a powerful knowledge base of information from which they can draw to provide you with fresh ideas and advice. You will find value in working with individuals who understand your organization and the unique factors that impact your industry.

Education industry speciilzation, including independent schools

Baker Tilly has a long history of serving a variety of organizations, but more than 50 years ago, we developed a specialty in serving education institutions nationwide. Our education team spends their time with independent and charter schools, research institutions and colleges and universities and understands the nuances of working in education.

Baker Tilly provides audit, tax and advisory services to **more than 400 educational institutions** or related organizations, including many independent and charter schools. They choose Baker Tilly because of our depth of experience, industry-specific knowledge and commitment to their success. In addition, we have experience with charter schools that have contracts with public school districts and whose financial statements include a schedule of contract revenues and expenditures.

Our charter and independent school team based in California is led by your engagement partner Jim Rotherham and represents one of the largest audit and tax service providers to charter schools in the state. **We work closely with the State Controller's Office and the California Department of Education to ensure that audit issues are effectively and appropriately addressed.** We also confer with FASB to help charter schools handle emerging accounting issues.

Please see below for a select list of our charter and independent school clients.

- Academy of Alameda
- Acuitus, Inc.
- Amethod Public Schools
- Bay Area Educational Institute
- Berkwood Hedge School
- C5 Children's School
- Charles Armstrong School
- Discovery Charter School
- Epic Charter School
- Escuela Popular
- Global Education Collaborative
- Greeenwood School
- KEY Academy
- Khan Lab School
- Leadership High School
- Leflore Legacy Academy
- Mission Vista Academy
- Montclair Community Play Center
- Plumas Charter School
- Plumas Charter School
- Presidio Preschool
- REACH Leadership Academy
- Ronald C. Wornick Jewish Day School
- Seven Hills School
- SLS Preschool
- Town School for Boys
- Vista Oaks Charter School

Deep not-for-profit resources

Industry involvement

At Baker Tilly, we have proven leaders involved in many industry and professional associations. They serve in high-profile leadership positions on various boards and committees and regularly present on industry and technical topics. Our involvement in the organizations below keeps us current with important industry, regulatory and consumer trends confronting independent and charter schools today.

- AICPA Governing Council
- AICPA Governmental Audit Quality Center
- AICPA Not-for-Profit Expert Panel
- FASB Not-for-Profit Resource Group

Tax capabilities

Clarksville needs to be certain that its tax-exempt status is protected. As our client, you can rest assured that we have the resources to help you comply with the ever-changing IRS, state and local regulations. Baker Tilly prepares or reviews more than 1,800 Form 990 tax returns each year. We have a dedicated team of not-for-profit tax specialists who serve the distinct needs of these organizations. Our services include:

- Acquisition consulting
- Analyzing new laws and regulations and communicating their impact to our clients
- California Forms 199/109 and RRF-1
- Comprehensive tax planning under the COVID-19 relief bills
- Intermediate sanctions consulting
- International tax compliance
- IRS risk assessment/uncertain tax position analysis
- Real estate and property tax exemption applications and assessments
- Representation before tax authorities
- Review of state and local taxes
- Sales and use tax exemption application and consulting
- Tax compliance: Forms 990, 990-T, 990-PF, 5500, state charitable tax and registration forms
- Unrelated business taxable income consulting

Consulting solutions

A major distinguishing factor of Baker Tilly is our depth. We have advised many not-for-profit organizations, including charter schools and higher education institutions, on various operational and strategic issues.

We are here to help Clarksville achieve your organizational goals by offering our full breadth of our professional expertise – resource and knowledge extending far beyond traditional audit and tax services, including:

- Board of Trustees and audit committee advisory services
- Construction project risk consulting
- Cost reduction
- Cybersecurity and IT risks
- Disaster recovery planning
- Enterprise risk assessment
- Fraud investigations, forensic accounting and data mining
- Governance, risk and compliance consulting
- Information privacy and security consulting
- Leadership and board development training
- Management consulting and reporting
- Merger and acquisition services
- Rate settling and reimbursement services
- Regulatory compliance reviews
- Robotic process automation (RPA)

Your engagement team

Clarksville will work with a team of professionals that specialize in serving education-focused not-for-profit organizations. Your team members work extensively with charter and independent schools in California and across the country – which helps us improve operational efficiencies, tighten processes, offer industry insight and address your unique needs.

At Baker Tilly, we believe in the power of great relationships, great conversations and great futures. They represent what we stand for and what we are working together to achieve. That all starts with an exceptional engagement team for Clarksville.

Your team brings the consistency, skills, experience and capabilities important to make Clarksville's engagement services a continuous success and focus on achieving long-term strategic goals. We will be dedicated to ensuring that we build a strong relationship with you founded on communication and listening to your needs.

Biographies of key team members follow. The **Appendix** includes additional information about each team member's experience, qualifications and industry involvement.

Intentionally selected team for Clarksville	
	**Jim Rotherham, CPA, Audit Partner** Jim will serve as the single point of contact for assurance service delivery. He will develop expectations and a timeline with you, execute the services as agreed upon, and ensure a high level of satisfaction.
	**Brenda Bock, CPA, MBA, Audit Director** Brenda will coordinate audit services, oversee the work of staff/seniors and deliver seamless project management. She will also perform research on and implementation for complex accounting issues.
	**Kathy Schmidt, Tax Senior Manager** Kathy will work with your organization to streamline compliance and implement strategic tax initiatives that minimize tax liabilities with a focus on achieving your goals.

Staff continuity: A team to serve Clarksville for years to come

Like Clarksville, our people are our most important asset. One significant way our values align is through our commitment to hiring and nurturing dedicated employees – because fulfilled employees mean satisfied clients.

To attract and retain our employees, we promote a culture that encourages creativity, continuous learning, respect, employee appreciation and – above all – a positive attitude.

Evidence of our employee-focused culture includes:

- Dozens of **"Best Place to Work"** awards across our U.S. footprint; multiple awards for all of our major metropolitan offices
- Ranked among **Vault's "50 Best Accounting Firms to Work For"** – one of the only firms to achieve recognition for 11 consecutive years
- Back-to-back recognition on **Fortune's "Top Companies in Consulting and Professional Services"**
- Certified as a **Great Place to Work®** for the fourth consecutive year – the gold standard in workplace awards
- Recipient of **Corp! Magazine "Salute to Diversity"** awards
- Named a **Chief Learning Officer "LearningElite Organization"**

Hands-on service from partners and managers

We believe in strong personal relationships and this means a personal interest in Clarksville from some of the most experienced professionals we have to offer.

Unlike other large firms of our size, Baker Tilly commits to significant partner and manager involvement on every engagement. Our partners and managers also commit to responsiveness, accessibility and a "teaming" approach. Your Baker Tilly partners and managers will actively lead the planning, execution and delivery of Clarksville's services to support responsiveness and build trust. We commit to this in the following ways:



Service approach

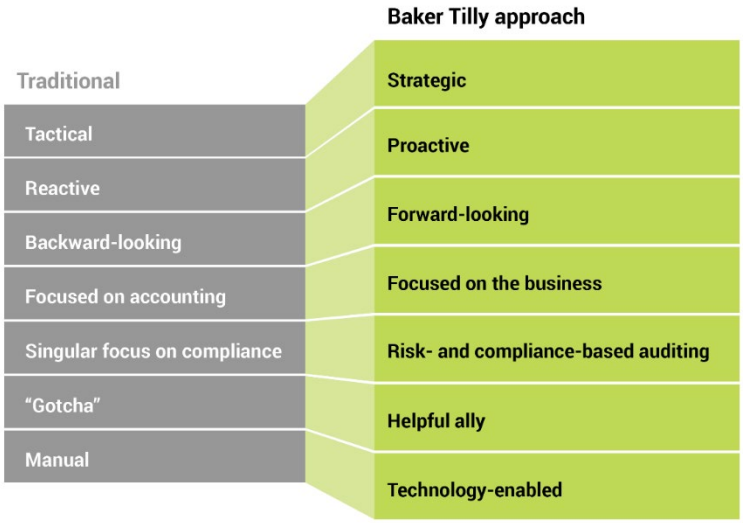
Experienced industry professionals will deliver a high-touch service model with regular access to senior team members, assuring Clarksville of responsiveness, reliability and a tailored engagement approach that evolves with your changing needs.

What's different about our audit approach?

What we do in terms of our audit approach is fairly standard. ***How*** we do it is what distinguishes Baker Tilly from other firms. We continuously review our procedures, the time we spend and where we spend it to identify ways to make our delivery more efficient.

Our audit approach is collaborative, industry-focused, advisory-based and considerate of your internal team every step of the way. Your Baker Tilly team members will employ a proactive, risk-based model that aligns with a specific understanding of Clarksville's organization, industry, size, ownership structure and internal controls.

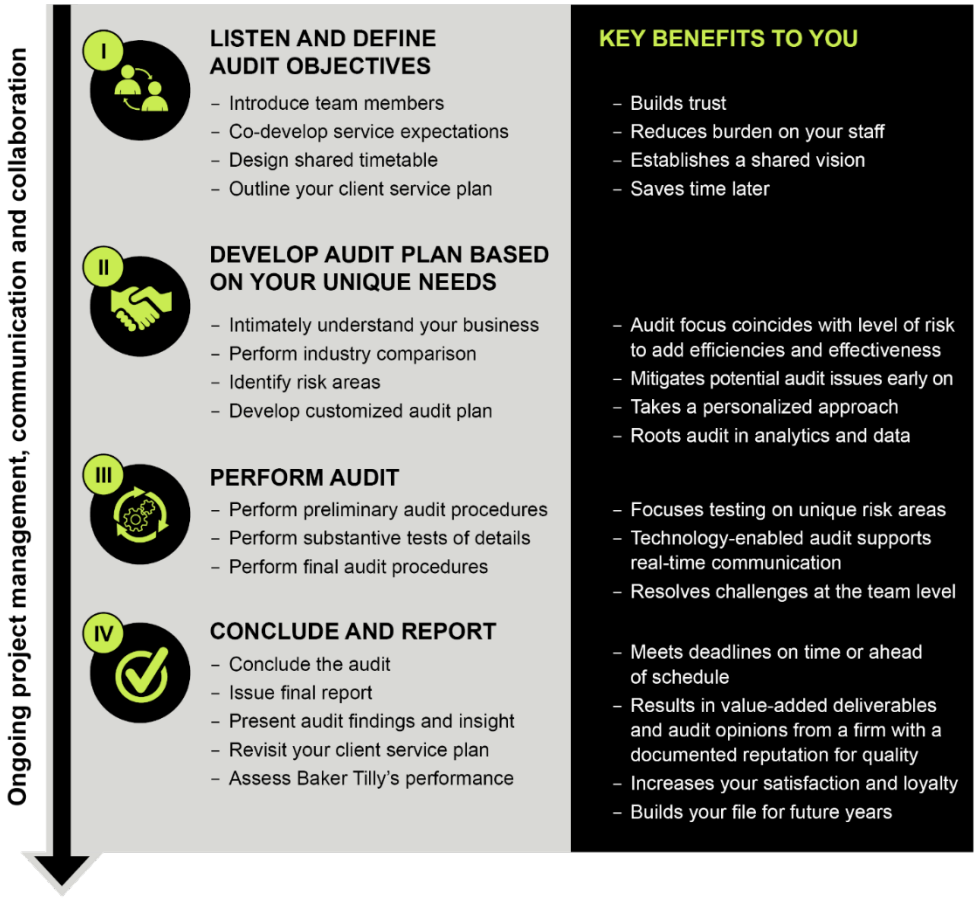
We spend time on the front end learning about Clarksville to design value-added analytics and predictive tests that provide sound evidence. This helps us share our observations and insights as part of our management letter and reporting process.



What else can you expect from a Baker Tilly audit?

- Up-front planning to gain an intimate understanding of your organization, allowing us to properly focus our efforts and add value added insights in our management letter
- Big-picture insights and creative and efficient problem-solving through high partner involvement
- Data analysis and insights for decision-making using technology tools
- Frequent communication and status updates with Clarksville's management to avoid surprises
- Collaboration with and reliance on Clarksville's internal team, leveraging the work of your team wherever possible to save time and cut costs
- Quality and candid professional advice, no matter what

Audit approach and key benefits



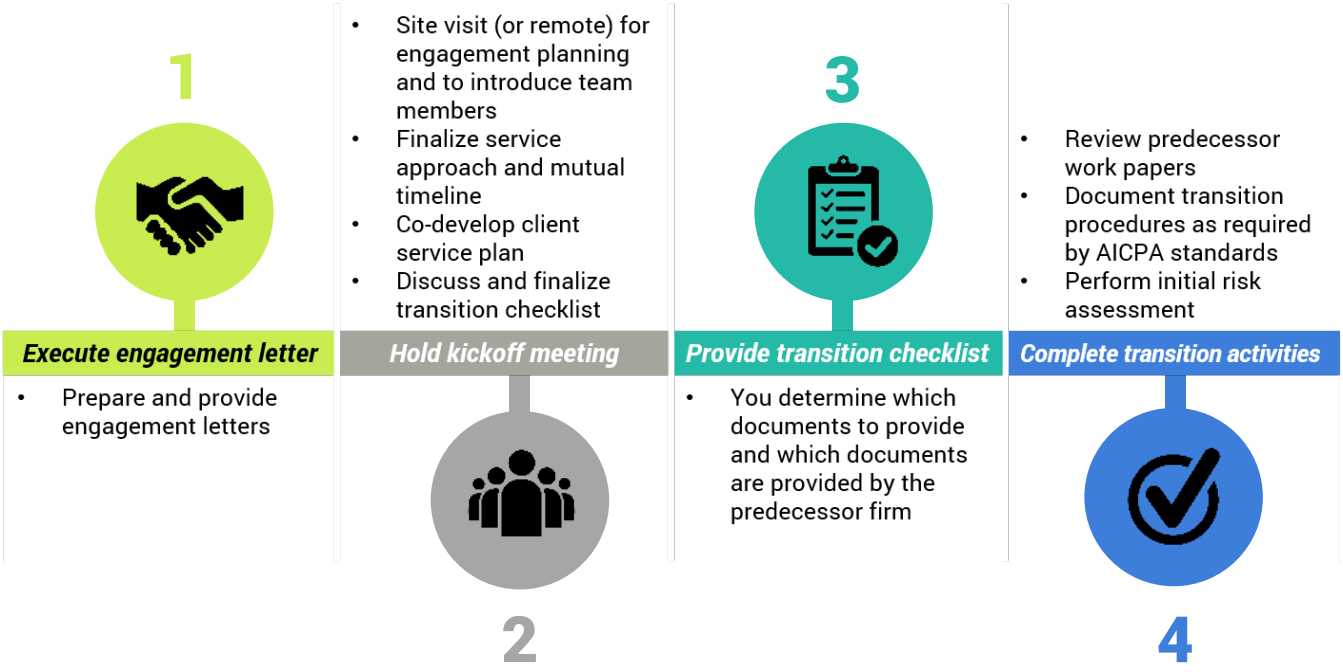
Engagement schedule

We make use of interim fieldwork to accelerate certain audit procedures to earlier periods, including tests of significant or unusual transactions, tests of compliance and evaluation of controls. We will work with you to ensure that all tasks are completed to meet the deadlines set forth in your timeline.

Engagement timeline	
August 2021	– Meeting with management to discuss audit plan – Pre-audit communications with the Audit Committee – Perform preliminary fieldwork
October 2021	– Perform year-end fieldwork – Exit meeting with management to discuss audit and draft reports
Mid November 2021	– Draft copies of financial statements delivered to management
Early December 2021	– Debrief with the Audit Committee – Delivery of finals reports
Communication	– Throughout the engagement

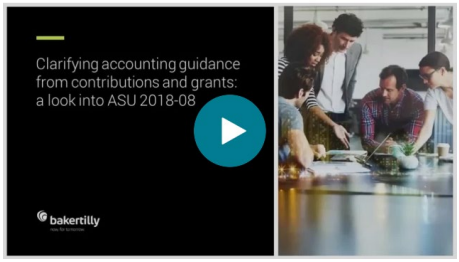
Supporting your smooth transition

Baker Tilly is prepared to deliver value from day one. We have experience transitioning organizations of a similar size and complexity, which enables us to build a process that makes the most efficient use of your management team's time. **You will not need to spend time explaining your business to us because team members are already knowledgeable about the circumstances that impact your operations.** Below is an overview of our process to successfully onboard Clarksville as a client. If engaged, we will collaborate with management to set an agreed-upon timeline at a pace that fits all of your needs.



Value-added resources

The value of our service is based upon your assessments and expectations. Therefore, going beyond the review — beyond the necessary reports and opinions — to educate your staff and support your operations is the foundation of the relationship we would like to build with you. This value includes preparing your organization for changes in accounting standards through formal communications, webinars and hands-on training. Complimentary educational opportunities include:



Visit bakertilly.com/industries/not-for-profit for articles webinars to prepare for changes in not-for-profit industry regulations and accounting standards.

- **Annual Board of Trustees and/or management education session** designed to meet the needs and expectations of your board. Topics of interest may include new accounting and financial requirements for not-for-profit organizations, COVID-19 advisory, clarified grants and contributions guidance, internal controls or other pertinent areas.
- **Regular webinars** on topics such as fraud, understanding financial reports, grant-related topics and cost reduction/revenue maximization; the webinars are free to our clients and qualify for continuing professional education (CPE). Prior webinars can be viewed from our website at any time.
- **Not-for-profit advisor quarterly newsletter** with guidance on industry, regulatory and resource optimization issues; our professionals also contribute articles to industry publications.
- Periodic **alerts** on laws, regulations or decisions with an immediate or near-future impact on not-for-profit organizations.

References

We always are happy to provide references because we think it is important for you to speak with organizations we serve. Each may have a different perspective that Clarksville may find valuable as you think about your needs.

While we welcome you discussing the experiences of our references and their views on our services, we ask that you please contact us beforehand so that we can notify the parties and to ensure a prompt response to your inquiries.

Name	Taletha Washburn, Executive Director
Organization	Plumas Charter School
Contact information	+1 (530) 283 3851, taletha@plumascharterschool.org

Name	Paul MacGregor, Executive Director
Organization	Epic Charter School
Contact information	+1 (657) 220 1000, paul.macgregor@epiccharterschools.org

Name	Andrew Wang, Senior Director of Finance
Organization	Amethod Public Schools
Contact information	+1 (510) 434 7005, awang@amethodschools.org

Value for fees

We move far beyond simply checking boxes and meeting compliance requirements. To us, value means forward-thinking services to help you compete and adapt in a growing industry. Value means using compliance work as an engine for organizational transformation to make Clarksville more lean, more nimble and more impactful. Value means choosing to work with Baker Tilly.

We prepared fee estimates based on the needs you shared with us, as well as on our experience leading similar engagements with not-for-profit schools in the area. Our estimate allows for insightful advice and thorough services from experienced professionals without unnecessary add-on charges. We do not bill for overhead administrative charges and work hard to keep any out-of-pocket expenses to a minimum.

Services	2021	2022	2023
Audit of the financial statements for the year ended June 30	$21,995	$22,995	$23,995
Preparation of Form 990	$2,000	$2,250	$2,500

Assumptions

We based our fees on the assumptions below. If a unique issue arises, we will work with you to determine the level of assistance required and arrange an appropriate fee at that time. No surprise billing. Ever.

- Adequate support, preparedness and cooperation from management
- Organized books and timely response to inquiries or requests
- No major business or scope changes, including changes to accounting and tax standards or laws

An all-inclusive, transparent fee structure

Routine phone calls, emails and quick consultations are included in your fee estimate because we do not believe in billing for every question, comment or concern. We communicate with clients year-round and encourage clients to share any new and unusual transactions with us so we can determine how they will impact the engagement. We will always tell you if the assistance required is out of scope and never perform additional work without explicit approval.

Continued conversations and an open discussion around fees

We believe our fees are competitive based on our estimate of the professional time necessary to complete the requested services. However, should our fees (or anything else) not be in line with your expectations, we would appreciate the opportunity to have an open discussion with you.

Appendix: Resumes

James A. Rotherham, CPA

Jim is an audit partner based in our San Diego, California office and has over 30 years of public accounting experience.



Baker Tilly US, LLP
Partner
3655 Nobel Drive
Suite 300
San Diego, CA 92122
United States

T +1 (858) 597 4100
jim.rotheram@bakertilly.com
bakertilly.com

Education
Bachelor of Science in finance and accounting
University of Pennsylvania (Philadelphia, Pennsylvania)

Jim offers our clients over 30 years of experience in public accounting and private industry. He is leads numerous audit engagements for clients in the education industry. His specialties include audits of charter schools, school districts, local governments, Native American tribal governments and not-for-profit organizations.

Specific experience

- Serves clients in the education, not-for-profit, technology and life sciences industries
- Leads and manages financial statement audits
- Offers strong entrepreneurial professional skills in mergers and acquisitions, financing, revenue recognition, auditing and financial analysis
- Formerly co-founded and served as CFO of several privately owned and venture-backed technology companies, including one that he took public in 2003
- Licensed CPA in California, Florida and New York

Industry involvement

- Member, Financial Accounting Standards Board (FASB) Small Business Advisory Committee (SBAC)
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)

Brenda Bock, CPA, MBA

Brenda Bock is an audit director in Baker Tilly's San Diego, California office.



Baker Tilly US, LLP
Director
3655 Nobel Drive
Suite 300
San Diego, CA 92122
United States

T +1 (858) 597 4100
brenda.bock@bakertilly.com
bakertilly.com

Education
Master of Business Administration in accounting
Montclair State University (Montclair, New Jersey)

Bachelor of Arts in economics and Spanish
Rutgers University (New Brunswick, New Jersey)

Brenda has more than a decade of experience in public accounting and private industry specialization. She has significant experience performing audits of charter schools, school districts, local governments, Native American tribal governments and casinos, and not-for-profit organizations.

Specific experience

- Manages several aspects of audit engagements including planning, assessment of internal controls, analytical reviews, budget preparations and audit execution
- Reviews and analyzes financial statements and related footnote disclosures to be in compliance with US GAAP
- Evaluates internal controls and develops recommendations to improve client processes, control structure and efficiency
- Communicates findings directly with senior management
- Licensed CPA in California and New Jersey

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)
- New Jersey Society of Certified Public Accountants (NJCPA)

Kathy Schmidt

Kathy is a tax senior manager with nearly 40 years of public accounting experience.



Baker Tilly US, LLP
Senior Manager
3655 Nobel Drive
Suite 300
San Diego, CA 92122
United States

T +1 (858) 597 4100
kathy.schmidt@bakertilly.com
bakertilly.com

Education
Bachelor of Science in accounting
San Diego State University (California)

Kathy is an established tax professional in our San Diego, California office. She focuses on delivering high quality tax and accounting solutions to clients. Kathy joined Baker Tilly in 2016.

Specific experience

- Specializes in tax and accounting services
- Provides compliance and consulting services to high-net-worth individuals, small businesses and not-for-profit organizations
- Highly diverse clientele throughout her career, but has spent the last 10 years focusing primarily on not-for-profit organizations, including charter and independent schools
- Prior to joining Baker Tilly, Kathy was responsible for growing the not-for-profit practice at a regional accounting firm

Clarksville Charter School

Proposal for
Independent Audit Services



Wilkinson Hadley King & Co. LLP
218 W. Douglas Ave.
El Cajon, California 92020
Ph: (619) 447-6700
Fax: (619) 447-6707
E-mail: ksproul@whllp.com

Title Page

RFP Subject:	Independent Audit Services
Firm Name:	Wilkinson Hadley King & Co. LLP
Firm Addresses:	218 W. Douglas Ave. El Cajon, California 92020
Website:	www.whllp.com
Firm Contact Person:	Kevin Sproul, CPA
Bid Contact Phone:	(619) 447-6700
Bid Contact Email:	ksproul@whllp.com
Date Submitted:	January 22, 2021

Proposal is effective for 60 days.

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

P. Robert Wilkinson, CPA
Brian K. Hadley, CPA

Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

January 22, 2021

Clarksville Charter School
13915 Danielson St #200
Poway, California 92064

We are pleased to have this opportunity to present you with a proposal for independent audit services. As a firm with extensive experience auditing California local education agencies, we understand the requirements of this engagement for Clarksville Charter School (the School) and the importance of providing the School with reports by the required deadlines. Wilkinson Hadley King & Co. is committed to meeting all of the School's requirements and timelines for successful completion of the annual audit engagement.

Throughout this proposal, we identify the many reasons why we feel that the strengths of Wilkinson Hadley King & Co. LLP create the optimal model to provide the auditing and financial compliance services required by the School. We feel the most important of these strengths are as follows:

- **Charter Schools are a strategic industry for Wilkinson Hadley King & Co. LLP.** We are on the forefront of issues impacting charter schools in California, and we look forward to sharing this knowledge with your school. As a show of our commitment to the education industry, we are actively involved in the California Association of School Business Officials, the Government Audit Quality Center, and the Audit Guide Committee which aids the Education Audit Appeals Panel in writing the annual Audit Guide for California local education agencies. Our objective is to add value beyond the basic financial statement audit by sharing knowledge gained from our vast experience and professional associations.

- **Fresh Perspective**. Our firm engages in audit partner rotation in order to provide a fresh perspective on internal controls, compliance risks, and other operational matters. As noted throughout our proposal, our objective is to provide value beyond our financial and compliance audits.

- **The right people**. Your engagement partner, Kevin Sproul, CPA, is involved in the audit guide committee and has been a guest speaker for the School District Conference hosted by the California CPA Education Foundation to train school auditors. He has extensive knowledge of governmental accounting standards as well as federal and state compliance.

El Cajon Office
218 W. Douglas Avenue El Cajon, CA 92020
Tel. (619) 447-6700 Fax (619) 447-6707

Berkeley Office
2001 Addison Street, 3rd Floor, Berkeley, CA 94704
Tel. (510) 679-6900 Fax (510) 679-6901

- **Record of timely completion.** Our firm has a record of timely completion of audits acceptable to the State Controller's Office. We obtain annually the State Controller's desk review checklist and verify each of our audits against the checklist to ensure all requirements have been met. Once that verification has been completed, we electronically submit reports to the California State Controller's Office prior to the audit report deadline.

- **Communication**. We believe in frequent communication not only during the audit but throughout the year. Our mission is to proactively work with management and those charged with governance to ensure concerns are addressed before they become problems. If we do identify a problem, we will immediately discuss with management.

I am authorized to execute and negotiate this contract on behalf of Wilkinson Hadley King & Co. LLP. Should you have any questions concerning our proposal or you need any additional information, please contact me at (619) 447-6700 or ksproul@whllp.com.

Sincerely,



Kevin Sproul, CPA
Partner

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Part III: Background and Experience

Firm's Background and Experience

The firm of Wilkinson Hadley King & Co. LLP was formed in January 2002 and is a local accounting with two offices located in El Cajon, California and Berkeley, California.

The partners of the firm have collectively more than 50 years of experience in auditing school districts, charter schools, governmental agencies, and nonprofit organizations. Managers and staff have collectively more than 35 years of experience in auditing public entities and nonprofit organizations. Below is a summary of our firm's auditing experience during the past year:

Audits of K-12 School Districts	39
Audits of Charter Schools	74
Audits of County Offices of Education	3
Audits of Proposition 39 General Obligation Bonds	19
Audits of Other Governmental or Nonprofit Organizations	23
Total Audits Performed	158

Our firm has been engaged to work with California local education agencies of all sizes. We currently audit the largest elementary school district in the state along with a number of other large districts. While every school district audit is unique, the breadth of our experience ensure that we can provide the Clarksville Charter School (the School) with the expertise and understanding needed for an effective and efficient engagement.

Range of Services

We are a full-service accounting firm providing professional accounting, auditing, tax, and management advisory services for our clients. These services currently include the following:

Assurance Services and Reporting

- Financial Statement audits
- Single Audits (Uniform Guidance)
- Agreed-upon procedures
- Comprehensive Annual Financial Reports for Certificate of Excellence Awards
- Assistance with financial statement preparation
- Performance audits

Consulting and Training Services

- Recommendations for business operations
- Reviews of accounting policies and procedures
- On-site presentations and staff trainings
- Fraud investigations
- Procurement reviews and investigations
- Preparation of internal audit manuals

Experience in Auditing Computerized Systems

As a firm who specializes in auditing charter schools, we are extremely familiar with the requirements on auditing your computerized systems. The variety of automated fund accounting software programs, spreadsheets, report writers, and specialized programs seem unlimited. Our auditors and consultants are familiar with the most common systems used by our clients. Because of our experience, we are familiar with the capabilities and limitations of the programs most commonly utilized by California local education agencies.

A review and evaluation of school information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the School. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

Auditor's Staffing and Qualifications

Wilkinson Hadley King & Co. LLP is committed to ensuring your school receives the best auditing services available on a year-to-year basis. As part of our firm's quality control we provide for partner and staff rotation on each engagement. This process ensures to our clients that a fresh set of eyes reviews each years' financial information and provides the quality control that our clients desire. Your audit will be assigned the following leads:

Kevin Sproul, CPA

Engagement Partner



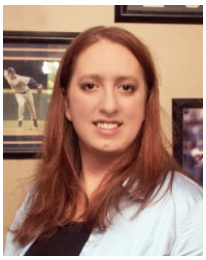
Kevin is a graduate of the University of Louisville with degrees in both Accounting and Business Administration. He began his accounting career within a private company working directly under the CFO in Louisville, Kentucky. Kevin joined the firm in 2013 and was admitted as a partner in 2016. Kevin is a licensed Certified Public Accountant in the state of California and is also a member of the California Association of Certified Public Accountants. Kevin has experience in audits of local school districts and charter schools.

Kevin began participating on the planning committee for the School District Conference put on by the California Society of CPA's in 2015. He Co-Chaired the 2018 conference. Kevin also participates on the audit guide committee which makes recommendations to the Education Audit Appeals Panel in preparing the audit guide for California K-12 Local Education Agencies.

Additional Wilkinson Hadley King & Co. Partners

Below are brief profiles for the other partners of Wilkinson Hadley King & Co. LLP. More detailed resumes will be provided upon request.

Aubrey W. Mann, CPA
Managing Partner



Aubrey is a graduate of Southern Utah University with a Bachelor of Science degree in accounting. Aubrey also obtained a Master of Business Administration with an emphasis in Finance from Washington State University. Aubrey joined the firm in 2003 and was admitted as a partner to the firm in 2006. Aubrey is a licensed Certified Public Accountant in the state of California (certificate #95713). Aubrey has extensive experience in audits of local school districts and has been instrumental in working with the firm's school district and charter school clients. Aubrey also has experience in non-profit auditing and has overseen numerous audits of the firm's governmental and non-profit clients.

For the past several years Aubrey has participated on the planning committee for the School District Conference put on by the California Society of CPA's. In addition to her role on the planning committee, she has been asked to co-chair and speak at the conference a number of times. Aubrey also participates on the audit guide committee which makes recommendations to the Education Audit Appeals Panel in preparing the audit guide for California K-12 Local Education Agencies.

Aubrey is also a member of the AICPA, the California Society of Certified Public Accountants (CalCPA), and the California Association of School Business Officials (CASBO).

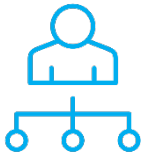
Brian K. Hadley, CPA
Partner



Brian graduated from Brigham Young University with a Master of Science Degree in Accounting and he has more than twenty years of public accounting experience. Brian started his career in 1986 with Peat, Marwick, and Mitchell where he worked as a staff accountant and tax preparer. Brian has also worked for the national firm of McGladrey & Pullen in the Las Vegas office and with the San Diego firm of Levitz, Zacks & Ciceric.

Brian has experience in the retail, construction, technology, manufacturing, and service industries as well as working with local governmental agencies and school districts. Brian is a licensed Certified Public Accountant in the state of California and also a member of the American Institute of Certified Public Accountants (AICPA). Brian meets all governmental continuing professional education requirements.

Audit Team Levels



The staffing levels which will be utilized for this engagement are outlined below. In addition to the specific qualifications required for each level, all assigned audit staff will also meet the requirements for performing audits in accordance with *Governmental Auditing Standards* as well as *Yellow Book Standards*.

Engagement Partner

The engagement partner assumes responsibility for the overall quality of the audit engagement and is responsible for the managerial, administrative and technical aspects of the engagement. The assigned engagement partner will be a Certified Public Accountant with at least fifteen years of financial statement auditing experience in the school district and governmental industry.

Responsibilities of the engagement partner include:

- Assistance with scheduling and team assignments
- Review of planning documentation and initial audit plan
- On-site assistance as required for critical portions of the audit
- Technical review of financial statements and working papers
- Responsibility to address any concerns from District management regarding audit matters
- Responsibility to address and complete technical and complex audit procedures
- Technical assistance to District personnel
- Authorization of issuance of audit reports to the School and other parties

Engagement Supervisor

The engagement supervisor is responsible for conducting and directing the audit engagement and duties include planning and direction of the engagement, as well as examination and analysis of District records. The engagement supervisor will be a Certified Public Accountant and must have at least five years of financial statement auditing experience in the school district and governmental industry.

Responsibilities of the engagement manager include:

- Assistance with planning of the audit engagement
- Plans and monitors overall audit progress
- Fieldwork supervision when the engagement partner is not on-site
- Supervision of in-charge auditor and any assigned associates during all phases of the audit
- Performance of testwork and evaluation of the School's internal controls as needed
- Evaluation of the School's financial records for compliance with generally-accepted accounting principles, federal and state laws, regulations, policies and procedures
- Additional analysis of District's accounts or performance of other audit work as necessary
- Responsibility to address and complete technical and complex audit procedures
- Technical assistance to District personnel
- Initial reviews of working papers and certain compliance reports

Engagement Staff

Assigned engagement staff members will perform tasks assigned by the engagement partner and engagement supervisor. Engagement staff positions require a B.S. or M.S. degree with a major in Accounting.

Responsibilities of the engagement staff may include:

- Examining the School's financial records
- Evaluating the School's internal controls
- Assisting with interviews of District personnel to obtain data and other supporting information to assess District operations
- Analyzing District accounts as specified in the audit program
- Preparing documentation as evidence of and to support analysis
- Assisting with preparation of final audit reports

Peer Review

Wilkinson Hadley King & Co. LLP firm works hard to ensure all audits by the firm are completed based on the highest standards as outlined in *Generally Accepted Government Auditing Standards*.

Our firm participates in the American Institute of Public Accountants (AICPA) Peer Review Program which evaluates the firm's system of quality control. Our most recent peer review was completed for the year ended December 31, 2017 in which our firm received a score of "Pass", which is the best score that can be received in a peer review.

A copy of the peer review report has been provided on the following page. As our firm received a rating of pass, no deficiencies were noted for the review of the year ended December 31, 2017.

HeinfeldMeech

Tucson • Phoenix • Flagstaff
HeinfeldMeech.com

Report on the Firm's System of Quality Control

May 9, 2018

To the Owners of Wilkinson Hadley King & Co., LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Wilkinson Hadley King & Co., LLP (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review areas described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Wilkinson Hadley King & Co., LLP in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Wilkinson Hadley King & Co., LLP has received a peer review rating of *pass*.

Heinfeld, Meech & Co., P.C.

Heinfeld, Meech & Co., P.C.
Tucson, Arizona

References

The following selection of references are California local education agencies whose financial statements have been recently audited by Wilkinson Hadley King & Co. LLP.

Helix Charter High School
7323 University Ave
La Mesa, CA 91942
Contact: David Yeager
P: (619) 644-1940
E: yeager@helixcharter.net
Work Performed Last 2 Years: Single Audit
Engagement Partner: Kevin Sproul, CPA
Engagement Supervisor: Aubrey W. Mann, CPA

O'Farrell Charter Schools
6130 Skyline Drive
San Diego, CA 92114
Contact: Jonathan Dean
P: (619) 263-3009
E: susan.cuttitta@ofarrellschool.org
Work Performed Last 2 Years: Single Audit
Engagement Partner: Kevin Sproul, CPA
Engagement Supervisor: Aubrey W. Mann, CPA

River Valley Charter School
9707 ½ Marilla Dr
Lakeside, CA 92040
Contact: Brooke Faigin
P: (619) 390-2579
E: brooke.faigin@rivervalleyhigh.org
Work Performed Last 2 Years: Financial Audit
Engagement Partner: Kevin Sproul, CPA
Engagement Supervisor: Aubrey W. Mann, CPA

AICPA Governmental Audit Quality Center Membership



Wilkinson Hadley King & Co. PPC are members of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental audits.

As a national community of CPA firms, these memberships provide access to best practices and tools that help ensure the quality of governmental audits while providing the up-to-date information needed to serve the School during this engagement.

Assurances

We attest that our firm will meet all requirements as listed in the School's RFP for Independent Audit Services, including the following:

- Wilkinson Hadley King & Co. LLP is a properly licensed certified public accounting firm in California. In addition, all managing and supervising auditors will be properly, licensed certified public accountants on or before July 1, 2015.

- Wilkinson Hadley King & Co. LLP meets the independence requirements of *Government Auditing Standards* and those of the AICPA Code of Conduct. We have established the proper procedures to query our employees and have determined that there are no independence issues that would prevent us from issuing an opinion of the School's financial statements.

- Wilkinson Hadley King & Co. LLP has no record of substandard work.

- Wilkinson Hadley King & Co. LLP agrees to the primary purpose of the audit as outlined in the School's RFP. No extended services will be performed under this contract unless authorized by the School. Any such additional work will be discussed with the School in advance and the existing agreement with the School will be amended to reflect the change in services.

- In accordance with auditing standards and other applicable guidelines and regulations, Wilkinson Hadley King & Co. LLP will select the procedures necessary to test compliance and disclose noncompliance with specified laws, regulations and contracts.

Part IV: Scope of Services

Audits to be Completed

We propose to provide the following services to Clarksville Charter School:

1. Audit of the financial statements for Clarksville Charter School, inclusive of reporting on state and federal compliance as outlined in the RFP.

Audit Requirements to Be Followed

Due to our team's experience in auditing California local education agencies, Wilkinson Hadley King & Co. LLP is knowledgeable of the applicable audit requirements. We therefore can assure the School that this engagement will adhere to the audit requirements of the California K-12 Local Education Agency Audit Guide, as prepared by the Education Audit Appeals Panel, and Uniform Grants Guidance, 2 CFR Part 200, Subpart F.

Financial and Compliance Areas to Be Audited

Typically, our firm will select various departments of the School for sampling purposes and will test the internal controls on other various departments of the School during each audit. The departments to be tested will be based on the risk assessment completed during the planning phase of the audit. Concerns indicated by the School's management during audit planning are factors considered during the risk assessment process.

In addition, the following are objectives for the financial statement audit of the School. During the audit planning stage, we may identify additional objectives specific to the School. More detailed information about the approach to the audit is provided later in this proposal.

- All cash and investments on the balance sheet are on hand, in transit, or on deposit with third parties (depositories) in the name of the School.
- Cash balances reflect a proper cutoff of receipts and disbursements and are stated at the correct amount.
- Payroll (wages, salaries, and benefits) disbursements are made only for work authorized and performed.
- Payroll is computed using rates and other factors in accordance with contracts and relevant laws and regulations.
- Expenditures for goods or services are authorized and in accordance with USFR, Arizona Procurement Code, and Federal program requirements, as applicable.
- Expenditures for goods or services and related disbursements and liabilities have been recorded correctly as to account, fund, budget category, period, and amount.
- Revenues have been billed or charged and recorded at the correct amount and in the correct fund, and receivables are stated at the net realizable amount.
- Account balances and transactions are properly classified in the financial statements and the related note disclosures to the financial statements are adequate.
- Grants are administered, and grant revenues and expenditures are recorded, in accordance with grant provisions and related laws and regulations, as applicable.

- Capital assets have been recorded at the correct amount in the proper asset category and assigned an appropriate useful life over which the asset will be depreciated.
- Fund balances and net position are properly stated.
- Long-term liabilities of the School and the related payments are properly recorded.

Audit Report Submission Date

Our firm agrees to meet the time constraints and reporting deadline requirements specified in the School's Request for Proposals; therefore, the final audit reports will be provided to the School no later than December 15th each year.

Audit Documentation

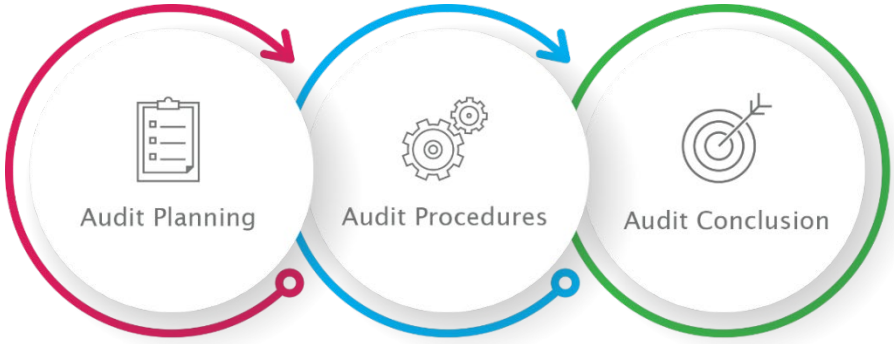
Wilkinson Hadley King & Co. LLP has appropriate policies and procedures in place to ensure proper retention of audit documentation for a period of at least three years as required by the School's RFP. Our firm agrees to make available, on request by the California Department of Education, a copy of documentation pertaining to the audit of Clarksville Charter School.

Audit Report Issuance

Upon issuance of the final audit reports to the School, Wilkinson Hadley King & Co. LLP will also provide copies of the audit report, as well as any management or communication letter, directly to the California Department of Education, the California State Controller's Office, Buckeye Union Elementary School District, the El Dorado County Office of Education, and the Federal Audit Clearinghouse on behalf of the School.

Audit Approach

1. Audit Phases and Audit Work Plan



This section provides an outline of work typically completed by Wilkinson Hadley King & Co. LLP during each of the major phases of the audit.

Audit Planning

Audit planning procedures will begin at the time of the contract award. These procedures will develop the audit team's understanding of the School's operations, will be used to clarify audit objectives, and will help with the development of a detailed audit plan.

- Preparation and issuance of engagement letter
- Conduct entrance conference with key personnel as deemed necessary
- Perform risk assessment procedures
  - Inquiries of management and staff
  - Preliminary analytical procedures
  - Observation of operations
  - Perform transaction walkthroughs
  - Engagement team discussions
- Develop an understanding of client, the environment and internal controls
  - Review prior year financial statements and applicable accounting records
  - Review of industry guides, regulatory information, statutes, internal/external reports, etc.
  - Preparation of process and control memorandums
  - Completion and review of internal control questionnaires
  - Obtain understanding of information technology systems
- Develop a preliminary judgment of materiality
- Develop a detailed audit plan to include preparation of audit programs
- Identification of major Federal programs for Single Audit, as applicable
- Identify responsibilities and assign tasks to the audit staff and District personnel
- Submit audit questionnaires to audit liaison for assignment to District staff (usually submitted to client approximately a month before scheduled fieldwork dates)
- Other planning procedures, as deemed necessary

Audit Procedures

Certain core audit procedures will be performed at the School during scheduled fieldwork dates; however our firm also minimizes disruption for District operations by conducting audit procedures from our office when appropriate and practical. District management and staff should be available during any scheduled fieldwork dates for discussions and to provide requested materials.

- Perform tests of key operational controls. May include, but not limited to the following areas:
  - Payroll and related benefits
  - Disbursements and accounts payable
  - Capital asset additions and deletions
  - Cash receipts
- Develop and perform compliance tests for applicable compliance requirements
- Perform substantive procedures on the primary financial statement accounts
  - Cash and investments
  - Receivables, including interfund balances
  - Capital assets
  - Payables, including accounts payable, and accrued wages and benefits
  - Long-term debt, including compensated absences, bonds, loans, notes, and leases
  - Intergovernmental revenue, including grants and contributions
  - Net position liability and related accounts
  - Charges for services revenue
  - Other sources/uses, including interfund transfers, debt proceeds, and capital contributions
  - Payroll and related benefit expenditures/expenses
  - Goods and services expenditures/expenses
  - Debt service expenditures
  - Property tax revenues
  - Data analytic procedures on various account balances
- Other necessary audit procedures, if applicable

Audit Conclusion

Audit conclusion procedures include the communication of the audit results to the School's management, quality control procedures over the audit, and drafting and final distribution of applicable audit reports.

- Perform final analytical review procedures
- Perform subsequent events review
- Perform exit conferences with District staff upon completion of audit
- Perform final review of working papers and audit programs
- Audit staff to draft financial statements and applicable audit and compliance reports
- Engagement partner to review financial statements and audit reports
- Secondary partner review of financial statements and key audit documentation, as applicable
- Distribute final audit reports to applicable recipients

Audit Approach Details

Financial Statements

Audit procedures necessary to complete our audit objectives are dependent upon an extensive risk assessment process performed during the planning phase of the audit in which we will gain an understanding of the School and its operations, evaluate internal controls, and assess risks of misstatement for account balances and transaction classes. While it is difficult to provide a complete description of the detailed audit procedures to be performed, the following provides some examples of procedures that are commonly performed by our firm.

- Cash on deposit – review and re-perform reconciliation procedures to the County Treasurer
- Property tax receivables – confirm balances to the County Treasurer
- Due from other governments – confirm balances to supporting documentation
- Capital assets – test amounts recorded to supporting documentation
- Accounts payable – analytical procedures to prior and current year activity, test amounts to supporting documentation
- Accrued payroll – analytical procedures, test amounts to supporting documentation
- Bonded Debt – agree amounts to debt amortization schedules, test transactions to county treasurer records
- Pension/OPEB liabilities – agree amounts to supporting schedules, analytical procedures to District records
- Property tax revenue – analytical procedures, confirm amounts to county treasurer
- Intergovernmental revenue – analytical procedures, confirm amounts, agree to supporting documentation
- Payroll – detail test of controls performed on a sample of transactions, analytical procedures, comparison to IRS form 941, data analytic procedures including vendor/employee fuzz logic test
- Disbursements – detail test of controls performed on a sample of transactions, data analytic procedures including Benford's analysis
- Depreciation – analytical procedures, recalculation of detail asset postings
- Journal entries – detail test of controls performed on a sample of transactions, data analytic procedures including keyword search analysis

Financial Statements Sampling for Detail Tests

Wilkinson Hadley King & Co. LLP will select sample sizes derived from the entire population of transactions within the major transaction cycles considering both quantitative and qualitative factors. Statistical sampling will typically be utilized for larger, significant transaction classes such as payroll, disbursements, and certain cash receipts. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations. Typical sample sizes for a particular control test range from 25 to 60 transactions; however sample sizes are modified based on our assessment of the controls and risk of misstatement.

Single Audit Requirements

If federal award expenditures exceed $750,000 a Single Audit will be required. We will complete procedures under Uniform Guidance if required to do so. While all the detailed procedures required under Uniform Guidance will be properly completed, the following provides information about some of the more significant procedures and steps in conducting a Single Audit.

- Determination of low-risk auditee status
- Identification of high-risk programs
- Determination of major federal programs to be tested
- Identification of direct and material compliance requirements
- Development of program materiality
- Documentation of internal controls over each major program
- Assessment and documentation of program risk
- Performance of tests of internal controls over compliance
- Performance of compliance tests for major programs
- Review the schedule of expenditures of federal awards for presentation requirements
- Audit reporting on compliance of each major program, internal controls over compliance and the schedule of expenditures of federal awards
- Completion of the data collection form

Federal Programs Sampling for Detail Tests

Nonstatistical judgmental selection sampling is generally utilized for tests of compliance in order to ensure items selected meet the specific objectives of Uniform Guidance compliance requirement of the program or other applicable compliance requirement. Sampling for tests of compliance for a Single Audit requires a planned low level of control risk. In addition, dual purpose samples will be utilized for Uniform Guidance audit procedures when deemed appropriate to test both the operating effectiveness of controls over compliance as well as compliance with a particular compliance requirement. Typical sample sizes for a particular compliance requirement test range from 25 to 60; however sample sizes are modified based on our assessment of the controls and risk of noncompliance.

Gaining an Understanding of Internal Controls

Auditing standards require us to obtain an understanding of internal controls to plan the audit and to assist in determining the nature, timing and extent of audit procedures to be performed. Our understanding of the School's internal control framework will primarily be obtained through inquiry and discussions with management. In addition, an understanding of the School's internal controls over financial reporting will be completed and documented through a series of internal control questionnaires. Key controls will be tested though observation, inspection of documents and detail tests of transactions. Resources such as the School's budget, organizational charts, policy and procedure manuals, and assessment of information technology systems will be utilized accordingly to gain an understanding of the School's internal control structure.

Customer Service Philosophy

Our firm is committed to keeping an open communication with management throughout the audit process. Our client relationships rely upon open and regular communication. We know that your time is valuable and you often need assistance quickly. Due to our specialization in the school district industry, the Santa Monica-Malibu Unified School District will receive knowledgeable assistance throughout the year. The Engagement Partner and Audit Manager will be available continuously throughout the engagement period for consultation or discussion.

Our goal is to respond to all client questions within one workday. Full contact information for your audit team, including emails and cell phone numbers, will be provided to the School. If your audit supervisors happen to be unavailable, the School also may request assistance from other members of our firm. Due to our extensive experience working with school district, you can be assured that all members of our team will provide knowledgeable assistance to the School.

Use of Data Analytics Audit Methodology



CaseWare IDEA software, a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas, will be utilized for this audit engagement. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions

Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports

Part V: Proposed Fees

The following represents our proposal for the audit fees for the School. Our proposed fees are all-inclusive for the audit engagement. The proposed fees are:

	2020-21	2021-22	2022-23
Financial & State Compliance	$9,500	$9,750	$10,000
Federal Compliance (if expenses exceed $750,000)	$1,500	$1,750	$2,000
Tax Return Preparation	$1,200	$1,200	$1,200

The following represents our firm's billing rates for any additional accounting or audit work that may be requested by your school. We will not engage any services outside of the annual audit without permission from you. The following represents our hourly rate for charter schools which are discounted 25% from our standard hourly rates:

Classification	Rate
Partner	$175
Manager	$125
Senior Accountant	$95
Staff Accountant	$75
Clerical	$45

thinksuite

Katie Royer <katie.royer@clarksvillecharter.org>

FW: Web Lead: Clarksville Charter School (Audit)

Huang, Lili <Lili.Huang@claconnect.com> Wed, Feb 10, 2021 at 10:50 PM
To: Katie Royer <katie.royer@clarksvillecharter.org>

Hi Katie,

Thank you for your response.

Based on discussions with our team, please see the following quotes range:

Clarksville:	
Audit Services:	$13,500 to 18,000
Tax Services:	$2,200
Admin Tech Fee 5%:	$785 to $1,010
Total	$16,485 to $21,210
Feather River:	
Audit Services:	$14,500 to 20,000
Tax Services:	$2,200
Admin Tech Fee 5%:	$835 to $1,110
Total	$17,535 to $23,310
Central/Winship:	
Audit Services:	$14,500 to 20,000
Tax Services:	$2,200
Admin Tech Fee 5%:	$835 to $1,110
Total	$17,535 to $23,310

Please let me know if you have any questions. Thank you,

Lili Huang, CPA and Diversity, Equity, and Inclusion Ambassador
Principal, Nonprofit
CLA (CliftonLarsonAllen LLP)

Direct 626-204-7338
lili.huang@CLAconnect.com

From: Katie Royer <katie.royer@clarksvillecharter.org>
Sent: Tuesday, February 9, 2021 4:05 PM
To: Huang, Lili <Lili.Huang@claconnect.com>
Subject: Re: [External] Re: FW: Web Lead: Clarksville Charter School (Audit)

Think Security at CLA This email originated from an external source.

Good afternoon Lili,

Here are the answers to your questions that I received. Please let me know if you have any questions.

1. Has there been significant change to ADA from the P-Annual since 2019 to 2020 estimated - No
2. Are there additional factored receivables during the year ended 6/30/2021?All schools are anticipated to factor receivables due to state LCFF deferrals.
3. Is there new debt (such as PPP loans) or other debt during the year ended 6/30/2021? Yes. Except for Clarksville, ALL schools have PPP loans.
4. With CARES Act Funding, do you expect federal revenue to exceed $750k? (I don't assume so, since the 2019 federal revenue was $95k)- No

[Quoted text hidden]

Audit Bids for Clarksville Charter School

Firm Name	2020-21	2021-22	2022-23
Baker Tilly	$23,995	$25,245	$26,495
Clifton, Larson, Allen (CLA)	$16,485	to	$21,210
Wilkinson	$12,200	$12,700	$13,200

Coversheet

Board Resolution - Withdraw Relationship From ThinkSuite (p. 292-293)

Section:	IV. Operations
Item:	E. Board Resolution - Withdraw Relationship From ThinkSuite (p. 292-293)
Purpose:	Vote
Submitted by:	
Related Material:	Resolution document - Clarksville ThinkSuite,v.1.pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF

Clarksville Charter School

Board Resolution to Withdraw
Relationship From ThinkSuite

The Board of Directors ("Board") of Clarksville 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, Clarksville Charter School is a client of ThinkSuite, an operational support provider and

WHEREAS, ThinkSuite has provided a good level of service to Clarksville Charter School, however, it is in Clarksville 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 Clarksville 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: _____

Clarksville Charter School, Executive Director

Resolution of the Board of Directors
Clarksville Charter School

Coversheet

Board Resoluition - Withdraw Membership From CharterSAFE Joint Powers Authority (p. 294-295)

Section: IV. Operations
Item: F. Board Resoluition - Withdraw Membership From CharterSAFE Joint Powers Authority (p. 294-295)
Purpose: Vote
Submitted by:
Related Material: Resolution document,CharterSAFE- Clarksville.pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF

Clarksville Charter School

Board Resolution
to Withdraw Membership
From CharterSAFE Joint Powers Authority

The Board of Directors ("Board") of Clarksville 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, Clarksville 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 Clarksville Charter School, however, it is in Clarksville 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 Clarksville 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: _____

Clarksville Charter School, Executive Director

Coversheet

CSO Board Member Nomination (p. 296-298)

Section: IV. Operations
Item: G. CSO Board Member Nomination (p. 296-298)
Purpose: Vote
Submitted by:
Related Material: McGuire_Resume.pdf

Robert McGuire

2360 Cobbleoak Court, Rancho Cordova CA 95670
(916) 370-7320 | mcguirefamily1999.educ@gmail.com

Experience

July 2017 - Present	**Retired**
November 1999 - July 2017	**Progressive Insurance -** Rancho Cordova, CA ● Licensed Agent ● Customer Service Representative
March 1998 - June 1999	**Premier Screenprint** - Chico, CA ● Manager, Marketing and Production
January 1997 - June 1999	**Capital Business Forms** - Chico, CA ● Independent Sales Representative
September 1991 - Oct 1996	**Ray Morgan Company** - Chico, CA ● Sales and Marketing, business forms
January 1986 - August 1991	**Bob's Fishing Guide Service** - Chico, CA ● Owner
January 1984 - April 1987	**Pacific Outdoors dba North Valley Sport & Boat Show** - Chico, CA ● Owner / Partner
September 1983 - March 1985	**Lindo, Hanna & Abbott Insurance** - Chico CA ● Agent / Broker, commercial lines
January 1980 - August 1983	**Riley, Sweeney & Marks Insurance Brokers** - Chico, CA ● Agent / Broker, commercial lines
March 1976 - January 1980	**Tri-Dec Insurance Services** - Fresno, CA ● Agent / Broker, commercial lines
July 1973 - March 1976	**Industrial Indemnity Company** - Fresno, CA ● Underwriter, commercial property

Education

January 1970 - June 1973	**California State University, Fresno** ● Bachelor of Arts, Business Administration
September 1968 - December 1969	**Butte College**, Durham, CA

2

Coversheet

Board Self Evaluation (p. 299-317)

Section:	V. Governance
Item:	A. Board Self Evaluation (p. 299-317)
Purpose:	Vote
Submitted by:	
Related Material:	Board Evaluation Presentation.pdf CSDC - Board of Directors Self Assessment Template.pdf Board Evaluation.pdf Board Evaluation and Timeline.pdf

Board Evaluation Discussion

Jenell Sherman & Emily Allen

Background

- Board members have expressed their desire to receive more training as they serve on the Board, and to have some measure to make sure they are doing everything they should be doing as a Board.
- Emily Allen, Jenell Sherman, and Bryanna Brossman met to discuss resources that are available to Boards.
- Emily Allen requested that Jenell Sherman and Bryanna Brossman work together to bring forth some options for the Board Members to discuss at the February Meeting.

Resources

- The CSDC had some resources available to it's members that included the following:
  - A Board of Directors Self Evaluation Template
  - A Board Duties and Responsibility Policy that staff took and made into a Self-Evaluation Template
- Staff also took the Executive Director Evaluation Timeline and attempted to align that timeline with a Board Self Evaluation Timeline.

Discussion / Potential Action

- The point of this agenda item is to give the Board time to discuss the three documents that were presented and to give feedback to staff on what they would like to do moving forward.
- Options could include the following:
  - Adoption of one or both evaluation documents and timeline with time set aside at a future meetings for the Board Members to start the Self-Evaluation Process.
  - Provide feedback on one or both evaluations and the timeline to be updated and presented at a future Board Meeting.



Charter School Board of Directors Self-Assessment Template

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
A Solid Foundation				
School has a well-drafted charter contract with its sponsoring agency				
School has well-drafted articles and bylaws				
School's legal and financial status are clear and well-understood				
Appropriate liability insurance and risk management practices are maintained at all times				
School has developed a long-term/strategic plan and revisits/revises on an annual basis				
Long-term plans are translated into annual action plans/goals				
Board Operations/Relations				
Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest)				
New board members are oriented and fully briefed prior to being seated				
Board is composed of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.				
Board conducts annual self-evaluation				
Board member election/selection process ensures a broad and appropriate range of expertise and experience				
Meetings are well planned with clear agendas focused on appropriate policy and action items				
Board chair is a strong, capable meeting facilitator				
Board has developed meeting norms				
Meetings are conducted pursuant to common ground rules (e.g.; Robert's Rules) that are well understood by all members				

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
Board committees have clear scope of responsibility and charges				
Individual board members prepare for meetings and participate constructively				
Board has a process for addressing ineffective, destructive, or absentee board members				
Meeting minutes record each board meeting and are distributed promptly after each meeting				
Relationship w/ School Director/Principal				
Board selects the director/principal				
Board develops performance goals/targets and evaluates director performance each year				
Board has established a plan for succession in the event the director/principal leaves/retires				
Board has clear understanding with staff regarding where board responsibilities begin				
Personnel & Staffing				
Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws & regulations. Policies are updated at least every third year				
Clear job descriptions and staffing plans are in place				
Budget & Finance				
Board adopts an annual budget that maximizes the schools resources in support of mission/vision				
Board monitors budget throughout the year				
Board contracts with independent auditor each year, reviews audit report, and takes any needed follow up action				
Board has adopted a long-term (e.g.; 5-year) financial plan in coordination with the school's overall long-term plans				
Board has adopted a comprehensive set of fiscal management and controls policies				
Board oversees all fund-raising activities on behalf of the school				

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
Instruction and Assessment				
Board has adopted/approved the school's curriculum and instructional program				
Board has adopted/approved student achievement goals/standards				
A broad-based assessment system is in place to measure progress toward instructional goals/standards				
Instructional program is in alignment with state requirements and terms of charter				
Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis				
School reports on student achievement to charter granting agency on a regular basis as part of ongoing oversight and renewal process				
Other				

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Topic	**Rankings / Notes**			
Vision and Strategic Plan	Complete	In Progress	Little / No Progress	Not Applicable
The Board drafts, modifies and approves the School Mission and reevaluates the School Mission in renewal years.				
The Board reviews, provides input and approves the one- and five-year Strategic Plans submitted by the Executive Director.				
The Board adopts policies to successfully implement the School Mission and Strategic Plans.				
The Board oversees the Executive Director to ensure that the School Mission and Strategic Plans are reflected in the day to day operations of the school, including ensuring that the curriculums align with the School Mission.				
Academic Performance Monitoring				
The Board, or a committee thereof, annually reviews student performance based on state- and federally-mandated assessments and works with the Executive Director set goals for student achievement.				
The Board, or a committee thereof, periodically reviews student performance based on school level assessments and works with the Executive Director to sets goals for student achievement on school level assessments. The Executive Director implements the goals for student achievement on such assessments.				
The Board reviews and adopts academic policies to achieve the student achievement goals.				
The Board approves all academic performance reports to all federal, state and local agencies as				

required by law (Dashboard Indicators, SARC etc). The Board approves an Local Control Accountability Plan and annually reviews, updates and approves it.				
The Board, or a committee thereof, researches or develops student data collection systems and periodically reviews them to ensure their effectiveness.				
Staffing and Personnel:				
The Board reviews and approves personnel policies and any amendments thereto;				
The Board hires and terminates, upon nomination and recommendation of the Executive Director, all personnel. **[Note: Some boards delegate hiring and firing of staff to the director without board review.]** When the Board does not agree with a personnel recommendation by the Executive Director, the decision of the Board is final after further consideration appropriate to the circumstances.				
The Board hires, evaluates, and terminates the employment of the Executive Director.				
The Board establishes performance goals for the Executive Director and communicates the goals to the Executive Director;				
The Board annually reviews the Executive Director's performance;				
The Board annually reviews the Executive Director's employment contract, and reevaluates it yearly;				
The Board establishes and annually reviews the Executive Director succession and recruitment plans;				

The Board approves the salaries and compensation policies for all School personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable);				
Parent, Student and Community Relations				
The Board, or a committee thereof, hears and decides student expulsion recommendations;				
The Board, or a committee thereof, hears and decides student suspension appeals, if applicable;				
The Board reviews and approves student and parent policies and any proposed amendments thereto;				
As needed, the Board communicates with the media and community at large consistent with the School's Mission and Vision;				
Finance and Budget				
The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto;				
The Board reviews and approves the school's annual academic calendar;				
The Board, or a committee thereof, solicits and selects the school's independent financial auditor, oversees the auditor's work, and receives the auditor's report(s);				
The Board, or a committee thereof, reviews and adopts and amends the annual budget as well as interim and annual financial statements;				
The Board, or a committee thereof, reviews and approves the audit report;				
The Board monitors the responses to the audit				

report and implementation thereof.				
Facilities				
The Board enters into financing and building contracts;				
The Board approves construction and remodeling of facilities;				
The Board, or a committee thereof, researches school sites as needed, and funding and facilities options; The Board, or a committee thereof, makes recommendations on facilities needs and policies.				
Board Internal Business				
Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest).				
Board is composed of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.				
The Board drafts, reviews and approves board policies and amendments thereto;				
The Board recruits prospective Board members;				
The Board orients new Board members;				
The Board, as needed, provides training to its members;				
The Board develops and yearly implements a Board self-evaluation. From time to time, the Board re-evaluates its self-evaluation process.				
Meetings are well planned with clear agendas focused on appropriate policy and action items.				

THIS DOCUMENT WAS ADOPTED FROM THE CSDC'S BOARD GOVERNANCE POLICY #1 – BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

Board chair is a strong, capable meeting Facilitator.				
Meetings are conducted pursuant to the Brown Act.				
Charter Performance and Renewal				
The Board annually reviews the school performance reports;				
The Board, as needed, reviews charter school renewal proposals and reports.				
Areas of Improvement / Possible Future Goals				

Mission

The mission of Clarksville Charter School is to develop the individual gifts of students in El Dorado County and adjacent counties to become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished through quality, personalized, standards-based education which could include online coursework, offline textbook work, project-based learning, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

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Schoolwide Learner Outcomes

At Clarksville Charter School, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child.

Clarksville Students Are:

- *Navigators of the Digital World* - Navigators of the digital world who are proficient in the use of technology, media, and online resources.
- *Self-Directed* - Self-directed and motivated students who are able to set attainable goals to achieve academic success.
- *Personalized Learners* - Personalized learners who are able to thrive in the style of education that best fits their individual needs.
- *Independent Critical Thinkers* - Independent critical thinkers who have the ability to problem solve, take ownership, and apply their knowledge to a variety of problems.
- *Responsible Citizens* - Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.
- *Effective Communicators* - Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

THIS DOCUMENT WAS ADOPTED FROM THE CSDC'S BOARD GOVERNANCE POLICY #1 – BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

Delegation of Power to the Executive Director

The Board delegates the following powers to the Director, or his/her delegate:

Vision and Strategic Plan:

- The Executive Director provides input to the Board when it drafts, modifies and approves the School Mission and in each subsequent year when it reevaluates the School Mission;
- The Executive Director drafts and submits to the Board the School's one- and five-year Strategic Plans;
- The Executive Director implements the Board-adopted policies to implement the School Mission and Strategic Plans, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring:

- The Executive Director creates a report reflecting student performance based on state- and federally-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student achievement on national assessments. The Executive Director implements the goals for student achievement on such assessments;
- The Executive Director quarterly creates a report reflecting student performance based on school level assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for student assessment on school level assessments. The Executive Director implements the goals for student achievement on school level assessments;
- The Executive Director implements Board adopted policies to achieve the student achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures;
- The Executive Director creates all academic performance reports required by all federal, state and local agencies as required by law and provides them to the Board for approval;
- The Executive Director consults with teachers, principals, administrators, other school personnel, parents and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan, which is approved by the Board annually;
- The Executive Director develops the school calendar and class schedule and provides them to the Board for approval.

THIS DOCUMENT WAS ADOPTED FROM THE CSDC'S BOARD GOVERNANCE POLICY #1 – BOARD DUTIES AND RESPONSIBILITIES; DELEGATION OF POWER

Staffing and Personnel:

- The Executive Director drafts all personnel policies and presents them to the Board for review and approval. The Executive Director also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval;

- The Executive Director nominates and recommends hiring and terminating all school personnel other than the Director and presents those nominations and recommendations to the Board, for final approval or rejection. **[Often the Executive Director is given authority to make staffing decisions without board approval. Amend this section as necessary.]** The Executive Director is responsible for all recruitment activities associated with the hiring of school personnel;

- The Executive Director recommends the salaries for all School personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable) to the Board for final approval;

- The Executive Director ensures that all school personnel are evaluated on a yearly basis and creates the process for such evaluation;

- The Executive Director implements all personnel policies, including the school's internal complaint procedures. If applicable, the Executive Director presents employee grievances to the Board, which hears and decides them (only applicable if employees are given grievance rights under a contract or collective bargaining agreement).

Parent, Student and Community Relations

- The Executive Director implements the policies and procedures adopted for student expulsion and recommends student expulsions to the Board, upon completion of the school-level procedures.

- The Executive Director follows the policies and procedures adopted for student suspensions and refers any student appeals to the Board to hear and decide such appeals;

- The Executive Director drafts, and subsequently implements the Board adopted student and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the student and parent policies, and presents them to the Board for approval;

- At the request of the Board, the Executive Director communicates with the media and community at large in a fashion that is consistent with the School's Mission and Vision;

Finance and Budget

- The Executive Director drafts and subsequently implements the Board adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Executive Director drafts amendments to the fiscal policies, and presents them to the Board for approval;
- The Executive Director drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts;
- The Executive Director drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements;
- The Executive Director implements the responses to the audit report as instructed by the Board.

Facilities

- The Executive Director conducts school site needs assessments at the direction of the Board;
- The Executive Director conducts capital campaigns as needed;
- The Executive Director implements any facilities policies.

Charter Performance and Renewal

- The Executive Director annually drafts any required school performance reports for Board review;
- The Executive Director, as needed, drafts charter school renewal proposals and reports.

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Evaluation Process / Strategic Planning Process

For

The Board of Directors

1. Strategic Planning Meeting(s):

   Prior to or at the beginning of each school year, the Board shall hold a Strategic Planning Board Meeting(s) where they would complete the Board Self-Evaluation Tool and establish areas of growth / goals for the Board and for the School.

   Prior to or at the beginning of each school year, the Board shall hold a Strategic Planning Board Meeting(s) to review progress made on the strategic plan or previous school year goals, to finalize their strategic plan or goals for the next school year, and to finalize the Board of Director's Professional Development goals for the year.

   Prior to or at the beginning of each school year, the Board and the Executive Director shall meet to review the Executive Director's Summative Evaluation Form and set specific goals for the Executive Director based on the Board's Strategic Plan or school year goals.

2. Mid-Year Meeting Regarding Annual Review of the Strategic Plan

   The Board Chart will agendize a mid-year meeting regarding the annual review of the Strategic Plan. At this meeting, the Board will discuss the progress made by the Executive Director to implement the strategic plan or school year goals.

3. The Executive Director Self-Evaluation Component

   Prior to the Board meeting to start the annual review of the Strategic Plan or School Year Goals, the Executive Director will prepare a report and present it to the Board. At a minimum, the Executive Director's report will include:
   - Summary results on the Executive Director's perform goals established at the meeting to commence the school year.
   - Summary of progress on current year's School goals
   - Feedback for Potential Changes / Updates to the School's Strategic Plan or School Year Goals to be considered when the Board holds their strategic planning meeting(s).

4. The Executive Director Support for the Board of Director's Professional Development

   The Executive Director will support the Board of Director's Professional Development by making sure that the Board receives the following on an annual basis:

   - Brown Act Training – at the begging of the School Year.
   - Finance Training – to be held in the Spring.
   - Access to the Governance Academy Modules through the CSDC – for Board Members to access on their own as needed.
   - A list of potential trainings for Board Members at least twice a year (once in the fall and once in the spring) and to help register Board Members for the training of their choice.

Coversheet

Board Adhoc Commitee: Budget and Finance (p. 318-324)

Section: V. Governance
Item: B. Board Adhoc Commitee: Budget and Finance (p. 318-324)
Purpose: Vote
Submitted by:
Related Material: Board Commitee Discussion.pdf

Board Committee Discussion

Jenell Sherman & Emily Allen

Background

- There are times when it would be helpful to have a Board Committee where selected Board Members and possibly can work with staff to advise on a particular matter.
- Common Board Committees are:
  - Budget Committee
  - Audit Committee
  - New Board Member Recruitment Committee
  - Finance Committee (Ongoing)
  - Executive Director Search Committee

Background

- There are two kinds of Board Committees:
  - Standing Committees - Committees that would be considered ongoing or have continuing subject matter jurisdiction. Standing Committees are subject to the Brown Act, regardless of composition.
  - Ad hoc Committee - A committee that is created for a particular action and for a specific amount of time. Ad hoc committees are not subject the Brown Act as long as the composition is less than a quorum of Board Members.

Background

- There is a third option called a Working Group:
  - A working group would consist of one Board Member who can be part of the conversation with staff for a specific topic. It can only consist of one Board Member, and this Board Member is not allowed to communicate with other Board Members about these items outside of a Board Meeting.

Discussion / Potential Action

- The point of this agenda item is to give the Board time to discuss the topic of Board Committees or Working Groups and to see if there is a desire of the Board to create either a Committee or Working Group to assist with the Budget Process.

Resources - Brown Act

- The Ralph M. Brown Act (“Brown Act”) (Govt. Code § 54950 et seq.) open meeting requirements apply to all “legislative bodies” as defined by the Brown Act. In addition to the governing body of a local agency, the term “legislative body” includes committees of the governing board, whether permanent or temporary, decision-making or advisory, created by resolution of formal action of the governing board. (Govt. Code § 54952 (b)) “Formal action” is not limited to a formal resolution or a formal vote by the body.
- Exception: Advisory committees composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies. (Govt. Code § 54952(b))Limitation:
- This exception does not apply to standing committees, regardless of composition, which: • Have continuing subject matter jurisdiction (e.g. budget, finance), or • A meeting schedule fixed by charter, ordinance, resolution or formal action of the legislative body. (Govt. Code § 54952(b))