



Lighthouse Community Charter Public Schools

LCPS Board of Directors Meeting

Amended on April 14, 2021 at 5:50 PM PDT

Date and Time

Wednesday April 14, 2021 at 6:00 PM PDT

Location

Virtual meeting until further notice

<https://us02web.zoom.us/j/84322605337?pwd=QWM1RHB3aFhacGZKTmt2d1NlTVmVnQT09>

Meeting ID: 843 2260 5337

One tap mobile

+16699006833,,84322605337# US (San Jose)

+13462487799,,84322605337# US (Houston)

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Kimi Kean	5 m
B. Land Acknowledgement		Rich Harrison	1 m
Honor Native Land - we are on Ohlone land and want to acknowledge native peoples and our ancestors this evening.			
C. Record Attendance		Brandon Paige	2 m
D. Open Forum and Introductions		Kimi Kean	10 m
Hear/Record public comments, Identify next steps as needed			
E. Committee Report Outs and Announcements	Discuss	Various	10 m
<ul style="list-style-type: none"> • Governance - Committee report from March 24, 2021 meeting • Finance - Committee report from April 7, 2021 meeting 			

- | | Purpose | Presenter | Time |
|---|---------|-----------|------|
| • AAC - Committee report from April 8, 2021 meeting | | | |

II. Consent Items 6:28 PM

- | | | | |
|---------------------------------------|-----------------|---------------|-----|
| A. Approve Minutes: February 10, 2020 | Approve Minutes | Brandon Paige | 2 m |
| B. Financial Statement Packet | Vote | Brandon Paige | |

Recommended Action: The Finance Committee has reviewed these materials and recommends approval of the Finance Committee packet as part of the Consent Agenda

Note that the attachments for Action Items later on the agenda have been pulled from the Packet, and included separately for each of those items.

III. Discussion and Approval Items 6:30 PM

- | | | | |
|--|---------|------------------|------|
| A. Election of New Board Member - Ben Ochstein | Vote | Kimi Kean | 5 m |
| Recommended Action: The Governance Committee has reviewed and recommends Mr. Ochstein joins the board for an initial term through June 30, 2024. | | | |
| B. Election of Board Vice-Chair | | Kimi Kean | 5 m |
| C. Election of Board Secretary | | Kimi Kean | 5 m |
| D. LCPS Organizational Priorities, OKR, and Academic Update | Discuss | Shannon Wheatley | 25 m |

- Review current OKRs for 2020-21 School Year with latest MAP testing results
- Academic Update:
 - Interim Assessment #3
 - State Testing Update - ELPAC and CAASPP
 - NAACP Partnership - Data from our early literacy / dyslexia screener
- Strategic Planning Update: Draft OKRs for 21-22 School Year for Board during next round of committee meetings for input

Discussion Questions:

- 1) Given the year of distance learning and our recent data, what feedback / input do you have for our Academic Team and Principals' priorities for the last month of the school year?
- 2) What would the board like to see in terms of our academic strategy for next school year, particularly for Lodestar? (for report out in June and Summer retreat)

- | | | | |
|--|---------|---------------|-----|
| E. School Reopening Update and Family Survey Results | Discuss | Rich Harrison | 5 m |
|--|---------|---------------|-----|

- We continue our commitment to our academic outcomes during distance learning; Nearly 80% of families are satisfied with our current model during the pandemic.
- Since November, we have been serving our most vulnerable students with in-person services. We have grown our cohorts from 40 students to 80 students.
- For the rest of the spring semester, we will continue our current model, as we continue planning for expanded in-person learning for summer and fall with staff and family input.

	Purpose	Presenter	Time
F. Results from our 2021 Spring Enrollment Lottery	Discuss	Rich Harrison	5 m

- LCPS received a little over 900 applications for the 21-22 school year. A 20% increase (whereas most district and charters saw declining application numbers)
- Based on spaces available, we could only extend offers to 27% of applicants.
- Close to 15% of applicants identified as African American, however, 9% of offers were made to African American students.
- Close to 13% of offers extended to applicants identified as African American and another ethnicity.

G. Oakland Charter Advocacy Update	Discuss	Kimi Kean	5 m
H. HR and Talent Update	Discuss	Anna Martin	15 m

- Updated return/non-return numbers by school
- 2021-22 hiring snapshot
- Edgility Consulting - Update on external evaluation of our HR and Talent Strategy and Execution

Discussion: Based on this external evaluation and high level summary to date, what questions or recommendations does the board have?

I. DRAFT Policy - COVID Vaccination	Discuss	Anna Martin	5 m
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We are preliminarily sharing a draft policy regarding COVID vaccinations for LCPS employees. Currently, ~75% have received at least their first round of vaccinations. This policy may be voted on in our special meeting in May.

J. Policy - LCPS Health and Safety for COVID 19	Vote	Anna Martin	5 m
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The LCPS Health and Safety policy for COVID 19 was approved in July 2020, and has been updated to reflect current health and safety practices. This policy has been vetted by our staff and legal counsel.

K. Policy - LCPS COVID Prevention Program (CPP)	Vote	Anna Martin	5 m
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The LCPS COVID 19 Prevention Program (CPP) has been vetted by our staff and by our legal counsel.

L. LCPS Title IX Harassment, Intimidation, Discrimination, and Bullying Policy	Vote	Rich Harrison	5 m
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This is a required policy that have been vetted by our staff and by legal counsel.

M. Policy - Updated Campus Safety Plans	Vote	Rich Harrison	5 m
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These updated campus safety plans have been vetted by our staff and by legal counsel.

- Lighthouse Campus
- Lodestar Campus

N. LCPS Retirement Plan Restatement	Vote	Brandon Paige	5 m
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	Purpose	Presenter	Time
O. LCPS Audit Renewal	Vote	Brandon Paige	5 m
P. LCPS Line of Credit Renewal	Vote	Brandon Paige	3 m
Q. LCPS SELPA Local Plan - 2021-22 Participation Agreement	Vote	Brandon Paige	5 m
R. Form 700 Required for each Board Member	FYI	Brandon Paige	5 m
S. Update - Federal Monitoring Program (FPM)	Discuss	Rich Harrison	5 m
T. Update - Local Control Accountability Plan for 2021-2024	Discuss	Rich Harrison	5 m

- April - May
 - Stakeholder feedback (via ongoing Staff Focus Groups, Parent/Community Coffee Chats)
- May - June
 - Board hearing/Board vote (Requires 2 separate meetings)
- July 1
 - Submission of LCAPs for our 3 LEAs.

IV. Closing Items

8:38 PM

A. Adjourn Meeting	Vote	Kimi Kean	1 m
Note: a special meeting for May			

Coversheet

Approve Minutes: February 10, 2020

Section: II. Consent Items
Item: A. Approve Minutes: February 10, 2020
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for LCPS Board of Directors Meeting on February 10, 2021

APPROVED



Lighthouse Community Public Schools

Minutes

LCPS Board of Directors Meeting

Date and Time

Wednesday February 10, 2021 at 6:00 PM

Location

Virtual meeting until further notice

[https://us02web.zoom.us/j/84322605337?](https://us02web.zoom.us/j/84322605337?pwd=QWM1RHB3aFhacGZKTmt2d1NTVmVNQT09)

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Meeting ID: 843 2260 5337

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+13462487799,,84322605337# US (Houston)

Directors Present

A. Moore (remote), B. Rogers (remote), B. Wall (remote), E. Figueroa (remote), K. Kean (remote), K. Williams (remote), M. Barnes-Dholakia (remote), M. Milner (remote), W. Delker (remote)

Directors Absent

S. Park, S. Solar

Guests Present

A. Martin (remote), B. Paige (remote), D. Meister (remote), JJ Huff (remote), Jeff Camarillo (remote), K. Fee (remote), Kelly Lara, M. Patel, Maya Buten (remote), R. Harrison (remote), Robbie Torney (remote), S. Wheatley (remote)

I. Opening Items**A. Call the Meeting to Order**

K. Kean called a meeting of the board of directors of Lighthouse Community Public Schools to order on Wednesday Feb 10, 2021 at 6:03 PM.

B.

Land Acknowledgement

C. Record Attendance

D. Introduction to our Alumni Board Fellows

Karen Fee introduced prospective Alumni Board Fellows:
Diana Cortes, Jonathan Moreno, Alberto Ocegueda, Jonai Hendricks.
Tia Parker was also able to join later in the meeting.

E. Open Forum and Introductions

Ben Ochstei, Director of Talent at KIPP Bay Area, introduced himself.

F. Committee Report Outs and Announcements

II. Consent Items

A. Approve Minutes: December 9, 2020

M. Barnes-Dholakia made a motion to approve the minutes from LCPS Board of Directors Meeting on 12-09-20.

M. Milner seconded the motion.

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

Roll Call

B. Rogers	Aye
E. Figueroa	Aye
M. Milner	Aye
S. Solar	Absent
B. Wall	Aye
S. Park	Absent
W. Delker	Aye
K. Williams	Aye
A. Moore	Aye
K. Kean	Aye
M. Barnes-Dholakia	Aye

B. Financial Statement Packet

M. Barnes-Dholakia made a motion to approve the consent agenda.

M. Milner seconded the motion.

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

C. Approve SARC for 2019-20 SY

M. Barnes-Dholakia made a motion to approve the consent agenda.

M. Milner seconded the motion.

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

III. Discussion and Approval Items

A. LCPS Organizational Priorities, OKR, and Academic Update

Rich Harrison reviewed the OKR Dashboard.

B.

Oakland Charter Advocacy Update

Kimi Kean provided an update on local elections and charter advocacy.

C. Update on LCPS Partnership with NAACP on Dyslexia Screening and Early Literacy

Maya Buten provided an update to the board.

D. LCPS Winter Staff Survey Results

Anna Martin provided an update regarding the Winter Staff Survey.

E. Federal Program Monitoring from 11/2020 - Lighthouse K-8

JJ Huff provided an update regarding follow-up to FPM.

F. English Language Learner Reclassification / Redesignation Policy

M. Milner made a motion to approve this Policy.

A. Moore seconded the motion.

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

Roll Call

W. Delker	Aye
M. Milner	Aye
B. Wall	Aye
B. Rogers	Aye
K. Kean	Aye
S. Park	Absent
M. Barnes-Dholakia	Aye
S. Solar	Absent
K. Williams	Aye
A. Moore	Aye
E. Figueroa	Aye

G. LCPS Time and Effort Recordkeeping Policy for Federal/State funded positions

E. Figueroa made a motion to approve this Policy.

A. Moore seconded the motion.

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

Roll Call

A. Moore	Aye
M. Barnes-Dholakia	Aye
S. Park	Absent
M. Milner	Aye
E. Figueroa	Aye
W. Delker	Aye
B. Rogers	Aye
S. Solar	Absent
K. Kean	Aye
B. Wall	Aye
K. Williams	Aye

H. LCPS School, Parent, and Family Engagement Policy

B. Wall made a motion to approve this Policy.
B. Rogers seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Williams	Aye
S. Solar	Absent
B. Rogers	Aye
B. Wall	Aye
E. Figueroa	Aye
M. Barnes-Dholakia	Aye
K. Kean	Aye
M. Milner	Aye
A. Moore	Aye
S. Park	Absent
W. Delker	Aye

I. Budget Planning for 2021-22

Brandon Paige provided an update from Finance Committee.

J. Compensation Resolution

M. Milner made a motion to approve this Resolution.
A. Moore seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Delker	Aye
M. Barnes-Dholakia	Aye
S. Park	Absent
B. Wall	Aye
K. Williams	Aye
M. Milner	Aye
A. Moore	Aye
K. Kean	Aye
B. Rogers	Aye
S. Solar	Absent
E. Figueroa	Aye

IV. Closed Agenda Item -

A. Mid Year Review - CEO

The Board returned from Closed Session to Open Session.
There was nothing to report from Closed Session.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted,
B. Paige

Coversheet

Financial Statement Packet

Section: II. Consent Items
Item: B. Financial Statement Packet
Purpose: Vote
Submitted by:
Related Material: 2021_04_14 - LCPS Finance Comm packet for Board.pdf

Finance Committee

April 7, 2021

for LCPS Board of Directors on 4/14/21



Finance Committee Agenda

	#	Category	Attached Statements, if applicable
Recurring Discussion Items	1	Goals: today & upcoming meetings	-
	2	Current Year Financial Statements: FY21	1) YTD Inc. St., 2) Cash Flow Projections, 3) Balance Sheet
	3	Upcoming Year Budgeting: FY22+	-
Current Discussion Items	4	Auditor Selection for FY21 Audit	Proposed Engagement Letter with CLA
	5	PPP Update	-
	6	LCPS Retirement Plan	-
	7	Facilities	1) Sources & Uses, 2) Project Budget-to-date 3) Bylaws, 4) Legal Memos (2)
Recurring Consent Items	8	Check Registers	January & February 2021 Registers
	9	Contracts / Approvals	JC Green Plumbing



Goals & Upcoming Scope

In advance of the upcoming LCPS Board Meeting, **today's primary goals** - in addition to recurring fiscal reviews - include:

1. Update on **Budget Development** progress
2. Review **Facilities Strategy** and give input on steps forward

Upcoming Meetings will focus on:

June

1. In-depth Review for Budget Approval,
2. Continued Facilities ownership work

August

1. Budget revise, as needed
2. Update on One-time Spending



Recurring Discussion Items

- **Financial Statements (FY21) - Budget vs. Actuals**
- **Financial Projections & Budget Development (FY22+)**
 - **State Themes**
 - **LCPS Projections**



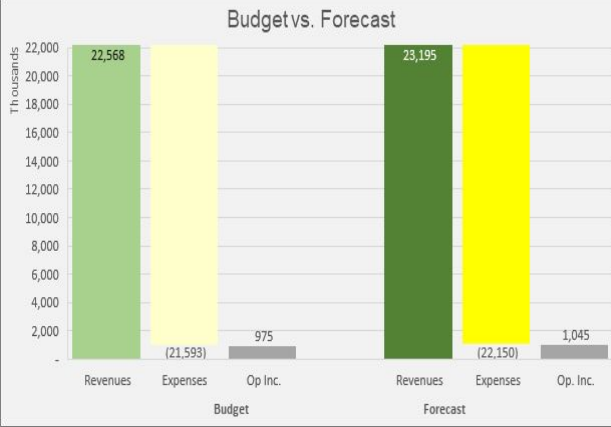
2020-21 Financials

- Budget vs. Forecast Summary
- Enrollment & ADA
- Cash Flow

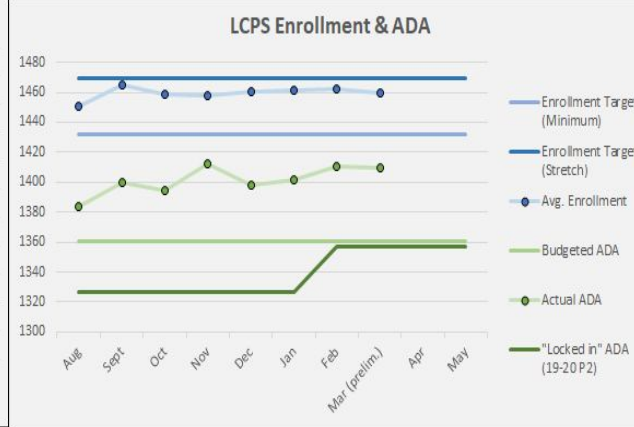
FY21: Key Indicators

subsequent 3 slides for Zoomed-in view

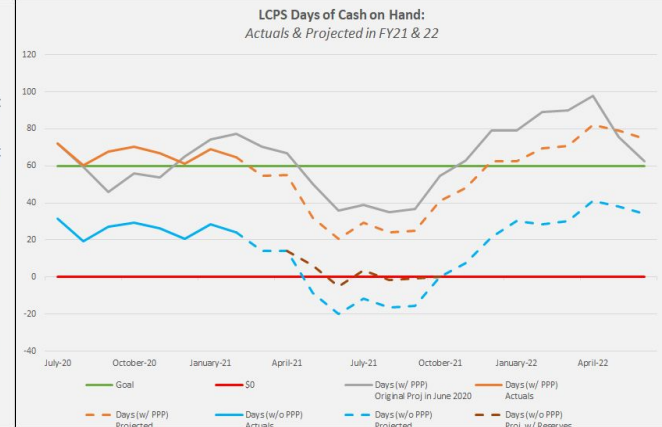
Budget vs. Actuals



Enrollment & ADA



Cash Flow Forecast



HEADLINES:

LCPS continues to be consistent with the Revised Budget.

Our ADA is fully "Locked-In" based on the provisions of 2020-21

Orange indicates balances with PPP, and *Blue* without.

LCFF deferrals remain during spring 2021, but are proposed to be eliminated in 2022.

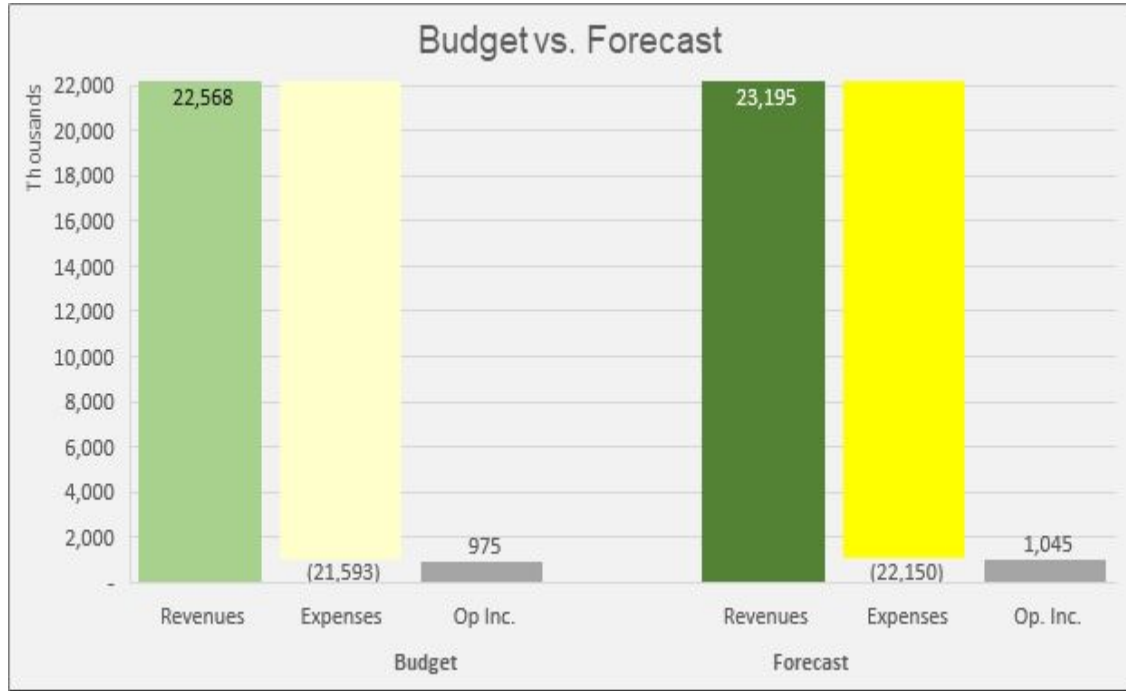


FY21: Key Indicator #1 - BUDGET vs. FORECAST

Recurring DISCUSSION items

The current forecast holds steady since October's updated budget, but with a slight increase to the projected bottom line.

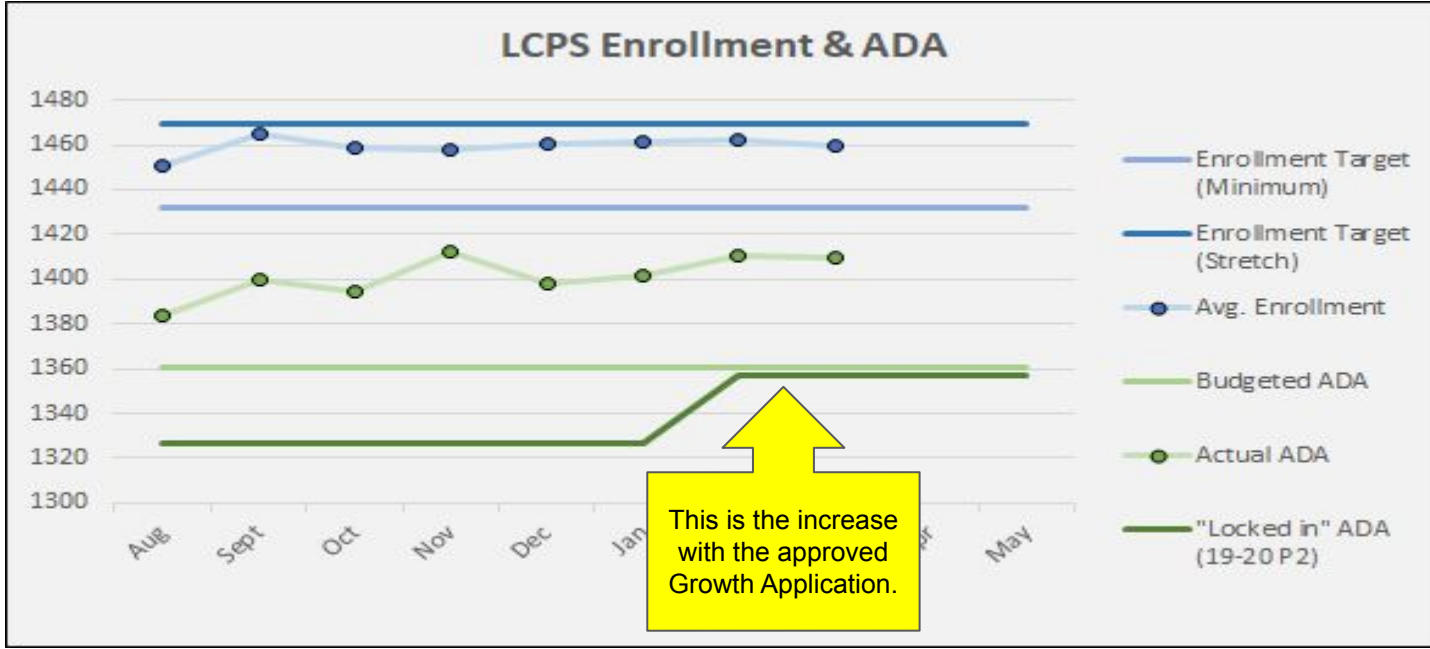
This stems from expected savings anticipated at EOY.



The projected Operating Income remains stable, but - as a reminder from last presentation - notice an increase to both revenues & expenses. The primary driver is inclusion of \$500K donation (planned in line with contribution schedule from RFF) used immediately for Purchase Option contribution to PCSD.

FY21: Key Indicator #2 - ENROLLMENT & ADA

Recurring DISCUSSION items



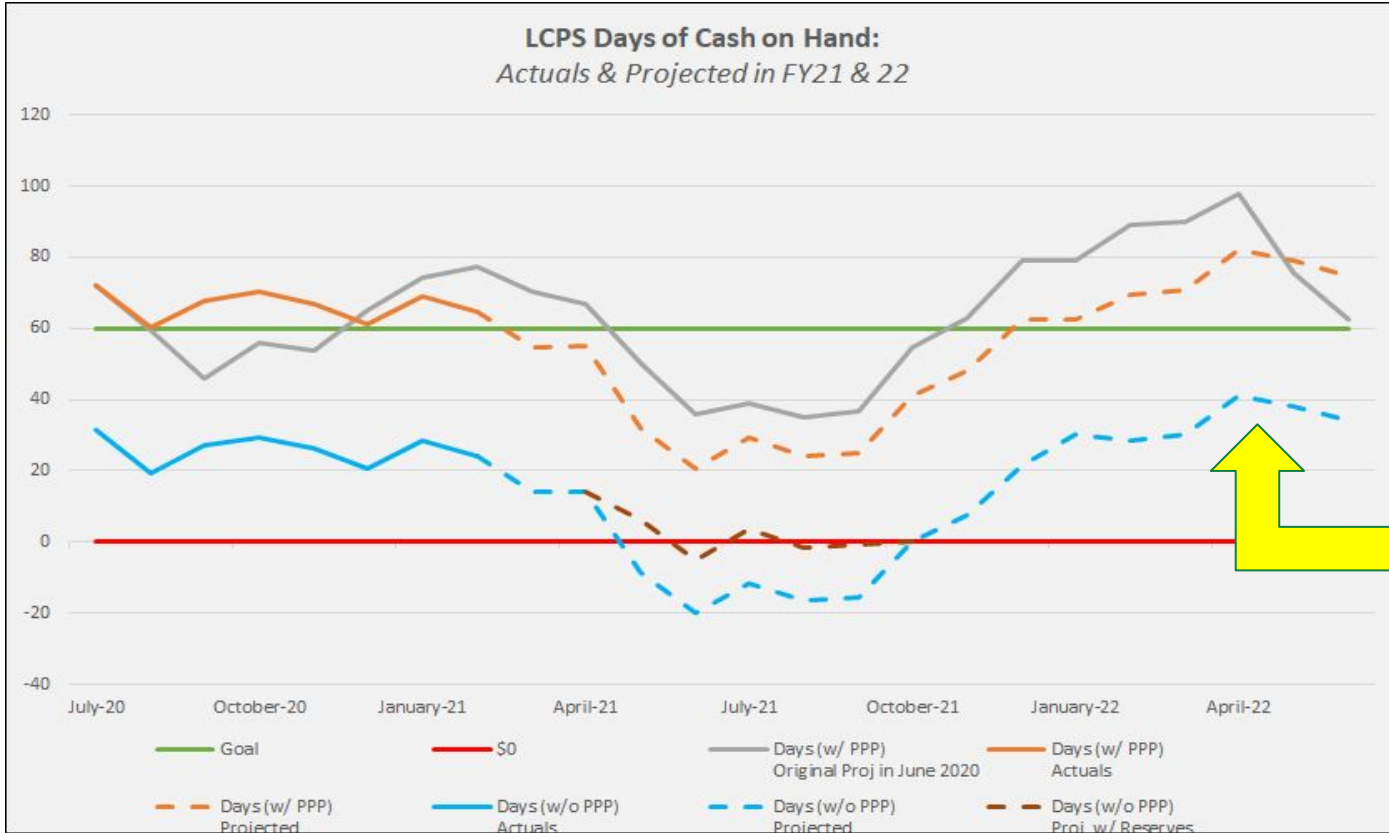
During the year, this will show ongoing enrollment and ADA.

The Unduplicated Pupil Percentage (counting FRL, ELL, and Foster Youth) also has a significant impact on funding.
Final numbers are:

UPP	Lighthouse K-8	Lighthouse High	Lodestar	LCPS TOTAL
Original Budget:	91%	79%	69%	79%
Current Data:	94%	94%	89%	92%

FY 21: Key Indicator #3 - CASH FLOW

Recurring DISCUSSION Items



*** Note Addition of the Gray Line:**

This shows the original projection established in July.

Deferrals remain in Spring 2021, but Spring 2022 is the time period when we start to see notable improvement, given the Governor's proposed budget for FY22 that nearly eliminates deferrals.

Note: The projection "w/ Reserves" includes the following 2 additional sources of available cash:
 1. LCPS cash reserve account (\$250K / ~5 Days COH), 2. Line of Credit with FRB (\$500K / ~10 Days COH)

2021-22 Budgeting Updates

- Fiscal Planning Priorities
- SWOT → Update on One-time Funding

FY22 Planning

Recap of Planning Priorities

Fiscal Priority #1: Building towards stated cash goals

- LCPS' Fiscal Policy states our policy of working towards 60 Days of Cash on Hand by June 30, 2023. This remains important to meet our ongoing obligations, but more specifically, to prepare for a strong evaluation of our fiscal health when financing the Lodestar facility.
- LCPS remains on track, with two major considerations: 1) we remain planning for this goal based on all scenarios related to PPP (forgiveness, repayment), and 2) we're on track towards this goal without deferrals.

Fiscal Priority #2: Optimizing One-time Funding

- The budget we are developing now is based on ongoing funding sources and the January Budget's assumptions for those (i.e., LCFF). In parallel, we are laying out proposed uses for all one-time funding sources to best leverage those towards our programmatic priorities.

Fiscal Priority #3: Aligning Fiscal Resources to Programmatic Needs

- Internally, we are focusing efforts on aligning and improving the LCPS program across our 2 campuses. This means some programmatic investment, particularly as we look ahead to critical charter renewal timelines.

FY22 Planning: SWO1

Strengths:

- + **Cash position** is substantially improved, albeit with some important information to come regarding PPP and confirmation of deferrals.
- + Based on Proposition 98, there's a high degree of confidence for planning on the **3.84% COLA**.
- + Investments in **digital platforms** during 20-21 position LCPS to support in multiple ways as needed, with more minimal ongoing costs.

Opportunities:

- + Multiple sources of **one-time funding** present options to support students and to improve model changes across campuses.
 - + **New**: this one-time funding has increased further since we last met, with the passage of "ESSER III" on March 11. Preliminary estimates indicate this will provide an additional **\$3.31M** across LCPS.
 - + We are still awaiting word on the receipt of up to **\$1.5M** for the California Community Schools Partnership Program.
- + If approved for Loan Forgiveness, **PPP funds** would be recognized as revenue.

Weaknesses:

- State projections are **pessimistic about long-term** revenue increases, posing a challenge when considering future commitments.
- Lack of clarity regarding health parameters forces us to prepare for **both in-person and contingency** scenarios.

Threats:

- Long-term **renewals** will continue to be the biggest threat to LCPS' fiscal stability; planning for 21-22 and beyond holds this lens clearly.
- **PPP** remains a liability, but will be submitting Application for Forgiveness in the upcoming weeks
- Like all schools, LCPS will have to consider **Attendance** in 2021-22, and take steps to mitigate any drops in ADA %.

Current Topics

- **Retirement Plan Update**
- **Auditor Selection**
- **Facilities Planning**
- **PPP Update**



LCPS Retirement Plan

LCPS Retirement Plan

- LCPS has operated an IRS-approved, Defined-Contribution Retirement Plan since 2007. Employees contribute 8% of their wages and LCPS matches that percentage, in lieu of contribution to Social Security.
- This plan requires an update submitted to the IRS every five years.
- This was prepared by counsel in line with updated IRS regulations.

Auditor Selection

Auditor Engagement Letter is attached

- Recommendation is to renew agreement with Clifton Larson Allen (CLA).
- Lead Auditor will officially change from Derrick DeBruyne to Marlen Gomez. Derrick had overseen for six years, which is the maximum duration; after that period, an alternative auditor must be assigned.



PPP Loan

Paycheck Protection Program

- Draft reports have been prepared and sent to our auditor (CLA) for review.
- Upon receiving any feedback / recommendations, we'll be submitting the Loan Forgiveness Application.



Lodestar Facility

Looking back...

PCSD 701 105th Ave LLC - Lighthouse Lodestar - Financing Summary

Project Financing & Re-Financing Summary

PHASE 1: ACQUISITION & ADAPTIVE REHABILITATION OF 2 EXISTING STRUCTURES

12/1/2017-8/31/18

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 3,480,000
Hard Costs	\$ 4,830,461	Lighthouse Capital Contribution	\$ 1,840,000
Soft Costs	\$ 1,319,696	Lighthouse - More Capital Needed	\$ -
Finance Costs	\$ 399,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ -
Contingency	\$ 10,873		\$ -
Total Project Costs	\$ 15,320,000	Total Sources	\$ 15,320,000

PHASE 2B: PERM BLDG

3/1/19-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ -	PCSD Capital Contribution	\$ 2,951,000
Hard Costs	\$ 11,388,890	Lighthouse Capital Contribution	\$ 2,861,500
Soft Costs	\$ 1,239,584	Lighthouse - Add'l Capital for	\$ 94,000
Finance Costs	\$ 365,000	FRB - Loan Phase 1	\$ -
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 713,026		
Total Project Costs	\$ 13,706,500	Total Sources	\$ 13,706,500

SUMMARY - PROJECT INCEPTION THROUGH PERM BLDG

12/1/17-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 6,431,000
Hard Costs	\$ 16,219,351	Lighthouse Capital Contribution	\$ 4,701,500
Soft Costs	\$ 2,559,280	Lighthouse - More Capital Needed	\$ 94,000
Finance Costs	\$ 764,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 723,899	Other	\$ -
Budget Adjustment	\$ -	Reallocate Net Rental CF from LY2	\$ -
Total Project Costs	\$ 29,026,500	Total Sources	\$ 29,026,500

LH PURCHASE FROM PCSD

7/1/2024

USES		SOURCES	
Repay Acquisition Loan	\$ 10,000,000	PCSD - Credit for Net CF during lease	\$ 532,469
Repay Construction Loan	\$ 7,800,000	Credit for Loan #1 Amort. from rent	\$ 1,619,622
Repay PCSD Capital Contribution	\$ 6,431,000	Credit for Loan #2 Amort. from rent	\$ 827,917
Finance Costs	\$ 1,700,000	Lighthouse Capital Contribution	\$ 2,412,911
Management Costs	\$ -	New Loan	\$ 20,538,000
Contingency	\$ -		
Total Project Costs	\$ 25,931,000	Total Sources	\$ 25,930,919

Looking forward...with Lodestar

On the Facilities front, we have **3 primary areas of focus** moving forward:

1) Development (CLOSED OUT!):

We have closed the final gap of fundraising targeted by 2024!

2) Refinancing: we'll dig into details & timelines during Spring 2021, with a target of executing on Purchase Option by June 30, 2024. See next slide for updated action steps.

3) Approvals: we have our Temporary Certificate of Occupancy and are working city towards Final Occupancy, with priority being TDM-related efforts.

Highlighted amount is \$200,000 under original budgeted amount.

Final figures will be complete at conclusion of Turf installatio

Overall Facility Strategy



Opportunity: in parallel to the Purchase Option we hold for Lodestar, we also have an opportunity to pursue ownership of 444 Hegenberger, within a five-year timeline.

Proposed Next Steps for Facilities Management Strategy:

April Finance Committee	Discuss options for Ownership Structures (See next slide)
June Finance Committee	Review proposal for structures, and discuss for Board consideration later in the Fall
August / October Committees	Consult external expertise to provide primer for Committee on financing structures
October +	Reassess timeline, and map out continued needs towards financing

Targeted Structure

Recurring CONSENT Items

Attached are 3 resources to inform the background:

1. Memo re: Support Corporations for Charter Schools
2. Memo re: SB740 and ownership of facilities
3. initial draft of Support Corporation Bylaws

Lighthouse Community Public Schools 501(c)(3)				
<i>(LCPS maintains control of Support Corp based on Bylaws)</i>			“Support Corporation” (Name TBD; i.e., LCPS Support Foundation) 501(c)(3)	
Charter #1: Lighthouse Community Charter School	Charter #2: Lighthouse Community Charter School	Charter #3: Lighthouse Community Charter School	LLC #1: 701 105th Ave	LLC #2: 444 Hegenberger

Discussion:

What considerations / questions does LCPS want to highlight as we continue to vet ownership options?

Recurring Consent Items

- **Check Register**
- **Board-Approved Contracts**



Recurring Consent Items

Check Register

The attached statement includes checks for
January & February 2021.

Recurring Consent Items

Summary: Purchase Order #1	
Vendor:	JC Green Plumbing
Amount:	\$57,300
For:	<p>Site Improvements</p> <p>This allows for upgrade of touchless appliances throughout the Lighthouse campus (Lodestar will be adding some as well, but the scope is much more limited given that many improvements were made during renovation / construction).</p>
Notes:	<p>CEO has approved under Resolution 2020_07-27a (CEO approval for COVID-related expenditures above \$50,000).</p> <p>In line with that resolution, this is still being brought to Finance Committee and Board to inform as part of that process.</p>

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: February 28, 2021

	Dec	Jan	Feb	YTD Total	June Budget	1st Interim Budget	Current Forecast	Budget vs. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Summary						-	-				
Unrestricted											
Revenues											
8000 Local Control Funding Formula	1,105,368	1,519,400	1,105,368	7,887,168	13,571,254	14,732,189	14,741,211	9,022	54%	54%	6,854,043
8100 Federal Revenue	-	65,047	296,295	1,726,273	1,491,909	2,918,079	3,051,829	133,750	59%	57%	1,325,557
8300 Other State Revenues	72,925	399,423	4,819	987,617	2,844,714	2,935,557	2,849,082	(86,475)	34%	35%	1,861,465
8600 Local Revenues	70,823	1,240	6	109,047	1,013,359	948,405	950,772	2,367	11%	11%	841,724
8800 Fundraising and Grants	96,669	685,430	33,632	1,080,663	1,193,700	1,033,700	1,091,815	58,115	105%	99%	11,151
8800 Capital Campaign Fundraising	10,055	478,305	55	488,635	-	-	510,275	510,275	0%	96%	21,640
8999 Uncategorized	569	-	15	774							
TOTAL	1,356,409	3,148,845	1,440,191	12,280,178	20,114,937	22,567,930	23,194,983	627,053	54%	53%	10,915,580
Expenses											
1-2000 Compensation	1,018,635	999,095	1,033,813	7,529,032	10,966,183	11,041,016	11,166,035	125,019	68%	67%	3,637,004
3000 Employee Benefits	227,017	237,491	216,647	1,722,798	2,385,260	2,471,172	2,484,208	13,036	70%	69%	761,410
4000 Books and Supplies	65,172	130,818	156,974	1,269,490	1,169,806	2,817,052	2,701,660	(115,392)	45%	47%	1,432,171
5000 Services & Other Operating Exp.	497,701	679,313	463,601	3,803,039	4,978,398	5,263,433	5,298,253	34,820	72%	72%	1,495,214
6000 Capital Outlay	-	-	-	-	-	-	500,000	500,000			500,000
TOTAL	1,808,963	2,046,730	1,869,786	14,324,632	19,499,646	21,592,673	22,150,157	557,484	66%	65%	7,825,662
Operating Income, before Depreciation	(452,554)	1,102,115	(429,596)	(2,044,454)	615,290	975,257	1,044,826	69,569			3,089,918
<i>Operating Income, as a % of expenses</i>					<i>3.2%</i>	<i>4.5%</i>	<i>4.7%</i>				
6900 Depreciation Expense	127,039	53,151	53,151	375,952	238,440	345,988	589,988	244,000	109%	64%	214,036
Change in Unrestricted Net Assets (inc. Depreciation)	(579,593)	1,048,964	(482,747)	(2,420,406)	376,850	629,269	454,838	(174,431)	-	-	

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: February 28, 2021

	Dec	Jan	Feb	YTD Total	June Budget	1st Interim Budget	Current Forecast	Budget vs. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Student Enrollment											
Enrollment Breakdown											
Total	1,461	1,461	1,462	1,459	1,432	1,432	1,432				
Enrollment Summary											
Average	95.7%	95.9%	96.4%	95.9%	95.0%	95.0%	95.0%	(0)			
ADA											
Total ADA	1,398	1,402	1,410	1,400	1,360	1,360	1,360	3			
Demographic Information					Prelim. #	Prelim. #	Prelim. #				
Enrollment					1,432	1,438	1,438	6			
FRL (#)					-	-	-	-			
FRL (%)					992	996	996	4			
EL (#)					522	523	523	1			
EL (%)					1,158	1,163	1,163	5			
Unduplicated (#)											
FRL (%)					69.3%	69.3%	69.3%	66.7%			
EL (%)					36.5%	36.4%	36.4%	16.7%			
Unduplicated (%)					80.9%	80.9%	80.9%	83.3%			

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: February 28, 2021

	Dec	Jan	Feb	YTD Total	June Budget	1st Interim Budget	Current Forecast	Budget vs. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Revenue Detail											
8000 Local Control Funding Formula											
8011 State Aid	838,376	838,376	838,376	5,123,410	8,962,291	9,732,975	9,304,825	(428,150)	53%	55%	4,181,415
8012 Education Protection Account	-	414,032	-	828,066	1,135,929	1,661,818	1,713,856	52,038	50%	48%	885,790
8096 Funding in Lieu of Property Taxes	266,992	266,992	266,992	1,935,692	3,473,033	3,337,396	3,722,530	385,134	58%	52%	1,786,838
Subtotal	1,105,368	1,519,400	1,105,368	7,887,168	13,571,254	14,732,189	14,741,211	9,022	54%	54%	6,854,043
									0%	0%	
8100 Federal Revenue									0%	0%	
8290 Title Funding & ESSA	-	26,668	125,000	1,483,839	530,033	2,236,800	2,370,550	133,750	66%	63%	886,711
8181 Special Education	-	-	-	-	169,265	172,749	172,749	-	0%	0%	172,749
8220 Child Nutrition	-	38,379	170,975	242,114	498,989	508,530	508,530	-	48%	48%	266,416
Subtotal	-	65,047	296,295	1,726,273	1,491,909	2,918,079	3,051,829	133,750	59%	57%	1,325,557
									0%	0%	
8300 Other State Revenues									0%	0%	
8381 Special Education	71,914	71,914	-	481,022	867,978	869,588	869,588	-	55%	55%	388,566
8300 All Other State Revenues	1,011	327,509	4,819	506,595	1,976,736	2,065,970	1,979,495	(86,475)	25%	26%	1,472,900
Subtotal	72,925	399,423	4,819	987,617	2,844,714	2,935,557	2,849,082	(86,475)	34%	35%	1,861,465
									0%	0%	
8600 Local Revenues									0%	0%	
All Local	70,823	1,240	6	109,047	1,013,359	948,405	950,772	2,367	11%	11%	841,724
									0%	0%	
8800 Fundraising and Grants									0%	0%	
All Philanthropy	106,724	1,163,735	33,687	1,569,298	1,193,700	1,033,700	1,602,090	568,390	152%	98%	32,791
									0%	0%	
Total Revenue	1,356,409	3,148,845	1,440,191	12,280,178	20,114,937	22,567,930	23,194,983	627,053	54%	53%	10,914,806

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: February 28, 2021

Expense Detail	Dec	Jan	Feb	YTD Total	June Budget	1st Interim Budget	Current Forecast	Budget vs. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
1000 Compensation											
1100 Teacher Salaries	574,930	545,949	555,915	3,959,239	5,698,925	5,771,448	5,771,467	19	69%	69%	1,812,229
1300 Administrator Salaries	325,101	323,533	326,335	2,564,067	3,878,827	3,878,827	3,878,827	-	66%	66%	1,314,761
1400 Bonuses & Other Compensation	-	-	2,500	57,000	74,690	77,000	77,000	-	74%	74%	20,000
Subtotal	900,031	869,483	884,750	6,580,306	9,652,442	9,727,275	9,727,295	19	68%	68%	3,146,989
2000 Compensation											
2100 Instructional Aide Salaries	30,318	36,272	41,248	215,383	238,459	238,459	256,459	18,000	90%	84%	41,075
2900 Other Non-certificated Salaries	88,285	93,340	107,815	733,343	1,075,282	1,075,282	1,182,282	107,000	68%	62%	448,939
Subtotal	118,603	129,612	149,063	948,726	1,313,741	1,313,741	1,438,741	125,000	72%	66%	490,015
Total Compensation	1,018,635	999,095	1,033,813	7,529,032	10,966,183	11,041,016	11,166,035	125,019	68%	67%	3,637,004
3000 Employee Benefits											
3400 Health & Welfare Benefits	123,436	105,892	107,209	943,379	1,280,965	1,281,539	1,281,539	-	74%	74%	338,160
3000 Other Employee Benefits	103,581	131,599	109,438	779,419	1,104,295	1,189,633	1,202,669	13,036	66%	65%	423,250
Subtotal	227,017	237,491	216,647	1,722,798	2,385,260	2,471,172	2,484,208	13,036	70%	69%	761,410
4000 Books and Supplies											
4100 Textbooks & Curriculum	14,707	2,776	1,270	47,562	59,310	59,310	59,310	-	80%	80%	11,748
4200 Books & Other Materials	7,403	3,937	347	93,088	35,841	120,841	134,967	14,126	77%	69%	41,879
4300 Materials and Supplies	26,453	87,957	45,565	333,799	293,428	778,428	718,909	(59,518)	43%	46%	385,110
4400 Noncapitalized Equipment	-	-	91,434	532,325	148,641	1,224,641	1,154,641	(70,000)	43%	46%	622,316
4700 Food	16,609	36,148	18,359	262,715	632,586	633,832	633,832	-	41%	41%	371,117
Subtotal	65,172	130,818	156,974	1,269,490	1,169,806	2,817,052	2,701,660	(115,392)	45%	47%	1,432,171
5000 Services & Other Operating Exp.											
5100 Subagreements for Services	20,364	21,299	16,364	125,272	261,500	261,500	261,500	-	48%	48%	136,228
5200 Travel and Conferences	-	-	-	13	3,500	3,500	3,500	-	0%	0%	3,487
5300 Dues and Memberships	-	75	-	18,229	22,500	22,500	22,500	-	81%	81%	4,271
5400 Insurance	9,613	9,613	9,613	91,750	80,000	83,426	110,976	27,550	110%	83%	19,226
5500 Utilities	31,430	25,137	32,973	213,956	342,500	342,500	347,000	4,500	62%	62%	133,044
5600 Leases, Repairs, and Improvements	180,674	239,278	182,034	1,627,502	2,097,333	2,097,333	2,097,333	-	78%	78%	469,831
5800 Professional Services & Other Exp.	241,746	370,267	203,054	1,619,146	2,036,565	2,318,174	2,320,944	2,770	70%	70%	701,799
5900 Communications	13,874	13,644	19,563	107,172	134,500	134,500	134,500	-	80%	80%	27,328
Subtotal	497,701	679,313	463,601	3,803,039	4,978,398	5,263,433	5,298,253	34,820	72%	72%	1,495,214
6000 Capital Outlay											
6100 Capital Projects	-	-	-	-	-	-	500,000	500,000	0%	0%	500,000
6900 Depreciation Expense	127,039	53,151	53,151	375,952	238,440	345,988	589,988	244,000	109%	64%	214,036
Subtotal	127,039	53,151	53,151	375,952	238,440	345,988	1,089,988	744,000	109%	34%	714,036
Total Expenses	1,936,002	2,099,881	1,922,937	14,700,447	19,738,086	21,938,661	22,740,145	801,484	67%	65%	8,039,699

Lighthouse Community Public Schools
 Statement of Cash Flows
 Site: LCPS Roll Up
 As of: December 31, 2020

		Current Year: FY21														Budget	Forecast
		Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Projected	Projected	Projected	Projected	YTD Total	AP/AR			
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Beginning Cash		3,538,152	4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,198,171	3,933,458	3,326,199	3,334,970	1,942,961				
Unrestricted																	
REVENUE TOTAL		102,261	756,474	2,412,216	1,688,691	1,375,091	1,356,409	3,148,845	1,440,191	1,685,714	1,600,505	713,962	944,775	17,225,133	5,819,850	22,567,930	23,194,983
Expenses																	
1-2000	Compensation	373,369	1,043,816	1,005,831	1,054,428	1,000,045	1,018,635	999,095	1,033,813	1,174,984	1,032,930	1,049,917	379,173	11,166,035	-	11,041,016	11,166,035
3000	Employee Benefits	278,208	156,251	281,199	136,987	188,997	227,017	237,491	216,647	273,017	215,630	216,989	55,774	2,484,208	-	2,471,172	2,484,208
4000	Books and Supplies	249,654	183,698	232,180	220,569	30,425	65,172	130,818	156,974	570,742	127,251	127,251	606,928	2,701,660	-	2,817,052	2,701,660
5000	Services & Other Operating Exp.	419,865	399,441	501,774	495,097	346,248	497,701	679,313	463,601	396,865	292,814	290,914	211,210	4,994,841	303,412	5,263,433	5,298,253
6000	Capital Outlay	-	-	-	-	-	-	-	-	291,667	-	500,000	-	791,667	(291,667)	-	500,000
7000	Other Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999	Uncategorized	-	-	111	-	823	439	13	(1,249)	(137)	-	-	-	-	-	-	-
EXPENSE TOTAL		1,321,096	1,783,205	2,021,095	1,907,082	1,566,538	1,808,963	2,046,730	1,869,786	2,707,138	1,668,624	2,185,070	1,253,085	22,138,411	11,745	21,592,673	22,150,157
Operating Cash Inflow (Outflow), exclusive of Depr.		(1,218,835)	(1,026,731)	391,120	(218,390)	(191,447)	(452,554)	1,102,115	(429,596)	(1,021,424)	(68,119)	(1,471,108)	(308,310)	(4,913,279)	5,808,105	975,257	1,044,826
6900	Depr.	28,006	29,209	28,928	28,928	27,540	127,039	53,151	53,151	53,509	53,509	53,509	53,509	589,988	-	345,988	589,988
Operating Cash Inflow (Outflow), inclusive of Depr.		(1,246,842)	(1,055,940)	362,192	(247,318)	(218,986)	(579,593)	1,048,964	(482,747)	(1,074,933)	(121,628)	(1,524,618)	(361,819)	(5,503,267)	5,808,105	629,269	454,838
Prior Year Revenue		2,063,736	247,872	37,500	60,746	192,066	38,375	761	113,719	329,225							
Prior Year Expenses		-	-	-	-	-	-	-	-	-							
Change in Deposits on record (Assets)		-	-	-	-	-	-	-	-	-							
Change in Fixed Assets		28,006	29,209	28,928	28,928	27,540	127,039	(446,849)	53,151	53,509	53,509	53,509	53,509				
Change in Accounts Receivable (current yr)		11,589	819	(25)	725	725	(2,500)	(249,500)	1,500								
Change in Accounts Payable (current yr)		(164,062)	16,726	(42,346)	244,421	(273,900)	(4,270)	50,571	17,860								
Prepays		369,029	-	-	-	-	-	-	(37,972)								
Other Balance Sheet changes		(30)	(44,545)	-	(5,657)	-	-	-	-								
Summerholdback for Teachers		(221,967)	82,355	71,939	71,849	73,547	77,884	70,309	69,775	84,940	76,891	79,099	(379,293)				
Ending Cash - Total in Primary Checking		4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,198,171	3,933,458	3,326,199	3,334,970	1,942,961	1,255,358				
<i>Days of Cash on hand</i>		72	60	68	70	67	61	69	65	55	55	32	21				
<i>Days of Cash on hand (w/o PPP)</i>		31	19	27	30	26	21	28	24	14	14	(9)	(20)				
Additional Cash accounts																	
Cash Reserve Account		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000				
Ending Cash - Including Cash Reserve		4,627,611	3,904,107	4,362,295	4,515,989	4,316,981	3,973,915	4,448,171	4,183,458	3,576,199	3,584,970	2,192,961	1,505,358				
<i>Days of Cash on hand</i>		76	64	72	74	71	65	73	69	59	59	36	25				
Additional sources available																	
Unused Line of Credit - FRB		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000				
Available Ending Cash		5,127,611	4,404,107	4,862,295	5,015,989	4,816,981	4,473,915	4,948,171	4,683,458	4,076,199	4,084,970	2,692,961	2,005,358				
<i>Days of Cash available</i>		84	73	80	83	79	74	82	77	67	67	44	33				

Lighthouse Community Public Schools
 Statement of Cash Flows
 Site: LCPS Roll Up
 As of: December 31, 2020

		Year 2: FY22													Forecast	
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash		1,255,358	1,771,291	1,471,486	1,523,453	2,490,772	2,922,208	3,784,138	4,309,013	4,207,129	4,295,347	4,979,000	4,794,805			
Unrestricted																
	REVENUE TOTAL	70,333	755,165	1,107,700	2,145,363	1,546,929	1,409,023	2,383,773	1,718,066	1,931,733	2,474,944	1,618,757	1,195,474	18,357,260	3,994,397	22,351,657
Expenses																
1-2000	Compensation	431,344	1,198,509	1,159,234	1,236,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	393,237	12,533,194	-	12,790,564
3000	Employee Benefits	163,919	221,307	239,203	240,743	239,899	236,756	282,336	253,637	240,976	229,806	229,806	197,693	2,776,082	26,533	2,802,615
4000	Books and Supplies	148,799	97,868	73,015	68,180	95,302	95,302	105,552	95,302	95,302	95,302	110,181	105,221	1,185,326	70,271	1,255,597
5000	Services & Other Operating Exp.	470,659	327,462	369,353	417,958	406,128	597,453	398,465	398,465	434,692	393,639	390,421	311,933	4,916,627	558,845	5,475,472
6000	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7000	Other Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999	Uncategorized	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	EXPENSE TOTAL	1,214,722	1,845,146	1,840,805	1,963,114	1,900,563	2,088,744	1,945,587	1,906,639	1,930,204	1,877,980	1,889,641	1,008,084	21,411,230	655,648	22,324,249
Operating Cash Inflow (Outflow), exclusive of Depr.		(1,144,389)	(1,089,981)	(733,104)	182,248	(353,635)	(679,722)	438,186	(188,572)	1,529	596,964	(270,884)	187,390	(3,053,970)	3,338,748	27,408
6900	Depr.	53,509	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	575,558	(6,050)	569,508
Operating Cash Inflow (Outflow), inclusive of Depr.		(1,197,898)	(1,137,440)	(780,563)	134,789	(401,094)	(727,181)	390,727	(236,031)	(45,930)	549,505	(318,343)	139,931	(3,629,528)	3,344,798	(542,100)
	Prior Year Revenue	2,051,360	698,382	698,382	698,382	698,382	1,454,963									
	Prior Year Expenses	(11,745)														
	Change in Deposits on record (Assets)															
	Change in Fixed Assets	53,509	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459			
	Change in Accounts Receivable (current yr)															
	Change in Accounts Payable (current yr)															
	Prepays	-														
	Other Balance Sheet changes	-														
	Summerholdback for Teachers	(379,293)	91,795	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	(435,997)		
Ending Cash - Total in Primary Checking		1,771,291	1,471,486	1,523,453	2,490,772	2,922,208	3,784,138	4,309,013	4,207,129	4,295,347	4,979,000	4,794,805	4,546,197			
	<i>Days of Cash on hand</i>	29	24	25	41	48	62	71	69	71	82	79	75			
	<i>Days of Cash on hand (w/o PPP)</i>	(12)	(17)	(16)	0	7	22	30	29	30	41	38	34			
Additional Cash accounts																
	Cash Reserve Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000			
Ending Cash - Including Cash Reserve		2,021,291	1,721,486	1,773,453	2,740,772	3,172,208	4,034,138	4,559,013	4,457,129	4,545,347	5,229,000	5,044,805	4,796,197			
	<i>Days of Cash on hand</i>	33	28	29	45	52	66	75	73	75	86	83	79			
Additional sources available																
	Unused Line of Credit - FRB	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000			
Available Ending Cash		2,521,291	2,221,486	2,273,453	3,240,772	3,672,208	4,534,138	5,059,013	4,957,129	5,045,347	5,729,000	5,544,805	5,296,197			
	<i>Days of Cash available</i>	41	36	37	53	60	74	83	81	82	94	91	87			

Lighthouse Community Public Schools (LCPS)
Balance Sheet
As of February 28, 2021

Financial Row	Feb
-	2021
ASSETS	
Current Assets	
Bank	
Total - 9120-LCCS - Cash in Bank - LCCS	4,183,458.17
Total Bank	4,183,458.17
Total Accounts Receivable	800,776.03
Other Current Asset	
Total Other Current Asset	37,971.68
Total Current Assets	5,022,205.88
Fixed Assets	
Total Fixed Assets	5,338,639.47
Total Other Assets	73,083.00
Total ASSETS	10,433,928.35
LIABILITIES & EQUITY	
Current Liabilities	
Total Accounts Payable	133,772.07
Total Credit Card	23,684.93
Total Other Current Liability, including Wages Payable ("Summer Holdback")	719,147.64
Total Current Liabilities	876,604.64
Long Term Liabilities	
Total - 9660 - Long Term Liabilities	2,473,600.00
Total Long Term Liabilities*	2,473,600.00
Equity	
With Donor Restriction	379,441.55
Retained Earnings	9,155,435.11
Net Income	(2,451,152.95)
Total Equity	7,083,723.71
Total LIABILITIES & EQUITY	10,433,928.35

* Paycheck Protection Program Loan

Lighthouse Community Public Schools
 Statement of Cash Flows
 Site: LCPS Roll Up
 As of: December 31, 2020

		Current Year: FY21														Budget	Forecast
		Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Projected	Projected	Projected	Projected	YTD Total	AP/AR			
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Beginning Cash		3,538,152	4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,901,719	4,549,755	3,942,496	3,951,267	2,559,258				
Unrestricted																	
REVENUE TOTAL		102,261	756,474	2,412,216	1,688,691	1,375,091	1,356,409	3,148,845	1,440,191	1,685,714	1,600,505	713,962	944,775	17,225,133	5,819,850	22,567,930	23,194,983
Expenses																	
1-2000	Compensation	373,369	1,043,816	1,005,831	1,054,428	1,000,045	1,018,635	999,095	1,033,813	1,174,984	1,032,930	1,049,917	379,173	11,166,035	-	11,041,016	11,166,035
3000	Employee Benefits	278,208	156,251	281,199	136,987	188,997	227,017	237,491	216,647	273,017	215,630	216,989	55,774	2,484,208	-	2,471,172	2,484,208
4000	Books and Supplies	249,654	183,698	232,180	220,569	30,425	65,172	130,818	156,974	570,742	127,251	127,251	606,928	2,701,660	-	2,817,052	2,701,660
5000	Services & Other Operating Exp.	419,865	399,441	501,774	495,097	346,248	497,701	679,313	463,601	396,865	292,814	290,914	211,210	4,994,841	303,412	5,263,433	5,298,253
6000	Capital Outlay	-	-	-	-	-	-	-	-	291,667	-	500,000	-	791,667	(291,667)	-	500,000
7000	Other Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999	Uncategorized	-	-	111	-	823	439	13	(1,249)	(137)	-	-	-	-	-	-	-
EXPENSE TOTAL		1,321,096	1,783,205	2,021,095	1,907,082	1,566,538	1,808,963	2,046,730	1,869,786	2,707,138	1,668,624	2,185,070	1,253,085	22,138,411	11,745	21,592,673	22,150,157
Operating Cash Inflow (Outflow), exclusive of Depr.		(1,218,835)	(1,026,731)	391,120	(218,390)	(191,447)	(452,554)	1,102,115	(429,596)	(1,021,424)	(68,119)	(1,471,108)	(308,310)	(4,913,279)	5,808,105	975,257	1,044,826
6900	Depr.	28,006	29,209	28,928	28,928	27,540	127,039	53,151	53,151	53,509	53,509	53,509	53,509	589,988	-	345,988	589,988
Operating Cash Inflow (Outflow), inclusive of Depr.		(1,246,842)	(1,055,940)	362,192	(247,318)	(218,986)	(579,593)	1,048,964	(482,747)	(1,074,933)	(121,628)	(1,524,618)	(361,819)	(5,503,267)	5,808,105	629,269	454,838
Prior Year Revenue		2,063,736	247,872	37,500	60,746	192,066	38,375			329,225							
Prior Year Expenses		-	-	-	-	-	-										
Change in Deposits on record (Assets)		-	-	-	-	-	-										
Change in Fixed Assets		28,006	29,209	28,928	28,928	27,540	127,039	53,151	53,151	53,509	53,509	53,509	53,509				
Change in Accounts Receivable (current yr)		11,589	819	(25)	725	725	(2,500)										
Change in Accounts Payable (current yr)		(164,062)	16,726	(42,346)	244,421	(273,900)	(4,270)										
Prepays		369,029	-	-	-	-	-										
Other Balance Sheet changes		(30)	(44,545)	-	(5,657)	-	-										
Summerholdback for Teachers		(221,967)	82,355	71,939	71,849	73,547	77,884	75,689	77,631	84,940	76,891	79,099	(385,911)				
Ending Cash - Total in Primary Checking		4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,901,719	4,549,755	3,942,496	3,951,267	2,559,258	1,865,037				
<i>Days of Cash on hand</i>		72	60	68	70	67	61	81	75	65	65	42	31				
<i>Days of Cash on hand (w/o PPP)</i>		31	19	27	30	26	21	40	34	24	24	1	(10)				
Additional Cash accounts																	
Cash Reserve Account		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000				
Ending Cash - Including Cash Reserve		4,627,611	3,904,107	4,362,295	4,515,989	4,316,981	3,973,915	5,151,719	4,799,755	4,192,496	4,201,267	2,809,258	2,115,037				
<i>Days of Cash on hand</i>		76	64	72	74	71	65	85	79	69	69	46	35				
Additional sources available																	
Unused Line of Credit - FRB		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000				
Available Ending Cash		5,127,611	4,404,107	4,862,295	5,015,989	4,816,981	4,473,915	5,651,719	5,299,755	4,692,496	4,701,267	3,309,258	2,615,037				
<i>Days of Cash available</i>		84	73	80	83	79	74	93	87	77	77	55	43				

Lighthouse Community Public Schools
 Statement of Cash Flows
 Site: LCPS Roll Up
 As of: December 31, 2020

		Year 2: FY22													Forecast	
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD Total	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Beginning Cash		1,865,037	2,374,351	2,074,546	2,126,513	3,093,832	3,525,269	4,387,198	4,912,073	4,810,190	4,898,408	5,582,061	5,397,865			
Unrestricted																
	REVENUE TOTAL	70,333	755,165	1,107,700	2,145,363	1,546,929	1,409,023	2,383,773	1,718,066	1,931,733	2,474,944	1,618,757	1,195,474	18,357,260	3,994,397	22,351,657
Expenses																
1-2000	Compensation	431,344	1,198,509	1,159,234	1,236,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	1,159,234	393,237	12,533,194	-	12,790,564
3000	Employee Benefits	163,919	221,307	239,203	240,743	239,899	236,756	282,336	253,637	240,976	229,806	229,806	197,693	2,776,082	26,533	2,802,615
4000	Books and Supplies	148,799	97,868	73,015	68,180	95,302	95,302	105,552	95,302	95,302	95,302	110,181	105,221	1,185,326	70,271	1,255,597
5000	Services & Other Operating Exp.	470,659	327,462	369,353	417,958	406,128	597,453	398,465	398,465	434,692	393,639	390,421	311,933	4,916,627	558,845	5,475,472
6000	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7000	Other Outflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7999	Uncategorized	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	EXPENSE TOTAL	1,214,722	1,845,146	1,840,805	1,963,114	1,900,563	2,088,744	1,945,587	1,906,639	1,930,204	1,877,980	1,889,641	1,008,084	21,411,230	655,648	22,324,249
Operating Cash Inflow (Outflow), exclusive of Depr.		(1,144,389)	(1,089,981)	(733,104)	182,248	(353,635)	(679,722)	438,186	(188,572)	1,529	596,964	(270,884)	187,390	(3,053,970)	3,338,748	27,408
6900	Depr.	53,509	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	575,558	(6,050)	569,508
Operating Cash Inflow (Outflow), inclusive of Depr.		(1,197,898)	(1,137,440)	(780,563)	134,789	(401,094)	(727,181)	390,727	(236,031)	(45,930)	549,505	(318,343)	139,931	(3,629,528)	3,344,798	(542,100)
	Prior Year Revenue	2,051,360	698,382	698,382	698,382	698,382	1,454,963									
	Prior Year Expenses	(11,745)														
	Change in Deposits on record (Assets)															
	Change in Fixed Assets	53,509	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459	47,459			
	Change in Accounts Receivable (current yr)															
	Change in Accounts Payable (current yr)															
	Prepays	-														
	Other Balance Sheet changes	-														
	Summerholdback for Teachers	(385,911)	91,795	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	86,689	(435,997)		
Ending Cash - Total in Primary Checking		2,374,351	2,074,546	2,126,513	3,093,832	3,525,269	4,387,198	4,912,073	4,810,190	4,898,408	5,582,061	5,397,865	5,149,258			
	<i>Days of Cash on hand</i>	39	34	35	51	58	72	81	79	81	92	89	85			
	<i>Days of Cash on hand (w/o PPP)</i>	(2)	(7)	(6)	10	17	32	40	39	40	51	48	44			
Additional Cash accounts																
	Cash Reserve Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000			
Ending Cash - Including Cash Reserve		2,624,351	2,324,546	2,376,513	3,343,832	3,775,269	4,637,198	5,162,073	5,060,190	5,148,408	5,832,061	5,647,865	5,399,258			
	<i>Days of Cash on hand</i>	43	38	39	55	62	76	85	83	85	96	93	89			
Additional sources available																
	Unused Line of Credit - FRB	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000			
Available Ending Cash		3,124,351	2,824,546	2,876,513	3,843,832	4,275,269	5,137,198	5,662,073	5,560,190	5,648,408	6,332,061	6,147,865	5,899,258			
	<i>Days of Cash available</i>	51	46	47	63	70	84	93	91	92	104	101	96			



PCSD 701 105th Ave LLC - Lighthouse Lodestar - Financing Summary

Acquisition; Phase 1 R

5/1/2019

Project Financing & Re-Financing Summary

PHASE 1: ACQUISITION & ADAPTIVE REHABILITATION OF 2 EXISTING STRUCTURES

12/1/2017-8/31/18

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 3,480,000
Hard Costs	\$ 4,830,461	Lighthouse Capital Contribution	\$ 1,840,000
Soft Costs	\$ 1,319,696	Lighthouse - More Capital Needed	\$ -
Finance Costs	\$ 399,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ -
Contingency	\$ 10,873		\$ -
Total Project Costs	\$ 15,320,000	Total Sources	\$ 15,320,000

PHASE 2B: PERM BLDG

3/1/19-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ -	PCSD Capital Contribution	\$ 2,951,000
Hard Costs	\$ 11,388,890	Lighthouse Capital Contribution	\$ 2,861,500
Soft Costs	\$ 1,239,584	Lighthouse - Add'l Capital for Playground	\$ 94,000
Finance Costs	\$ 365,000	FRB - Loan Phase 1	\$ -
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 713,026		\$ -
Total Project Costs	\$ 13,706,500	Total Sources	\$ 13,706,500

SUMMARY - PROJECT INCEPTION THROUGH PERM BLDG

12/1/17-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 6,431,000
Hard Costs	\$ 16,219,351	Lighthouse Capital Contribution	\$ 4,701,500
Soft Costs	\$ 2,559,280	Lighthouse - More Capital Needed	\$ 94,000
Finance Costs	\$ 764,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 723,899	Other	\$ -
Budget Adjustment	\$ -	Reallocate Net Rental CF from LY2	\$ -
Total Project Costs	\$ 29,026,500	Total Sources	\$ 29,026,500

LH PURCHASE FROM PCSD

7/1/2024

USES		SOURCES	
Repay Acquisition Loan	\$ 10,000,000	PCSD - Credit for Net CF during lease	\$ 532,469
Repay Construction Loan	\$ 7,800,000	Credit for Loan #1 Amort. from rent	\$ 1,619,622
Repay PCSD Capital Contribution	\$ 6,431,000	Credit for Loan #2 Amort. from rent	\$ 827,917
Finance Costs	\$ 1,700,000	Lighthouse Capital Contribution	\$ 2,412,911
Management Costs	\$ -	New Loan	\$ 20,538,000
Contingency	\$ -		\$ -
Total Project Costs	\$ 25,931,000	Total Sources	\$ 25,930,919

Loan #1 Financing Terms:	LEASE YEAR (LY):						Totals
	1	2	3	4	5	6	
LY Start Date:	7/23/18	7/1/19	7/1/20	7/1/21	7/1/22	7/1/23	
LY End Date:	6/30/19	6/30/20	6/30/21	6/30/22	6/30/23	6/30/24	
Enrollment (from LH projections)	512	648	716	781	843	843	
Loan Principal	\$ 10,000,000						
Loan Closing Date	3/29/18						
Maturity Date	3/1/25						
Interest Rate	3.01%						
Amortization (Yrs)	24.82						
Term (Yrs)	6.92						
Estimated Payoff Date	6/30/24						
MS Enrollment	512	576	576	576	576	576	
HS Enrollment	0	72	140	205	267	267	
ADA (95%) (PCSD estimate)	486	616	680	742	801	801	
Difference to Max Capacity	331	195	127	62	0	0	
Annual Lease Payment from Rent/ADA	658,350	820,800	1,020,300	1,112,925	1,201,500	1,201,500	
	1,355	1,332	1,500	1,500	1,500	1,500	
CASH INFLOW							
Lease Income	\$ 619,415	\$ 820,800	\$ 1,020,300	\$ 1,112,925	\$ 1,201,500	\$ 1,201,500	\$ 5,976,440.32
Distribution from DSRF	n/a						\$ -
Subtotal - Cash Inflow	\$ 619,415	\$ 820,800	\$ 1,020,300	\$ 1,112,925	\$ 1,201,500	\$ 1,201,500	\$ 5,976,440.32
CASH OUTFLOW							
Loan #1 Debt Svc - Int. Exp.	\$ 276,769	\$ 292,355	\$ 283,808	\$ 275,000	\$ 265,923	\$ 256,569	\$ 1,650,425.48
Loan #1 Debt Svc - Princ. Amort.	\$ 157,853	\$ 280,066	\$ 288,614	\$ 297,422	\$ 306,499	\$ 315,853	\$ 1,646,307.08
Loan #2 Debt Svc - Int. Exp.	\$ -	\$ -	\$ 233,013	\$ 226,870	\$ 219,820	\$ 212,556	\$ 892,258.61
Loan #2 Debt Svc - Princ. Amort.	\$ -	\$ -	\$ 132,028	\$ 231,772	\$ 238,821	\$ 246,085	\$ 848,706.53
Rent for Temp Modulars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PCSD Allowance for Mgmt Expens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Op Exp / Phase 2 Costs	\$ 150,273	\$ 256,000	\$ -	\$ -	\$ -	\$ -	\$ 406,273
Subtotal - Cash Outflow	\$ 584,896	\$ 828,422	\$ 937,463	\$ 1,031,063	\$ 1,031,063	\$ 1,031,063	\$ 5,443,971.02
Net Cashflow	\$ 34,519	\$ (7,622)	\$ 82,837	\$ 81,862	\$ 170,437	\$ 170,437	\$ 532,469.30
DCR	1.08	0.99	1.09	1.08	1.17	1.17	
Cumulative DCR	1.08	1.03	1.06	1.06	1.09	1.11	

Refinancing:

Assumed Purchase Date:	6/30/24
Enrollment	843
ADA (95%)	801
S8740/ADA	\$ 1,050
Term (years)	35
Loan Balance	\$ 15,352,462
PCSD LLC Equity Payment	\$ 5,898,531
Refinancing Costs (8%)	\$ 1,700,000
Principal Refinance Amount	\$ 22,950,992
Additional School Contribution	\$ (2,412,911)
Total Refinance Amount	\$ 20,538,081

2024-25

Interest Rate	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%
Annual Facility Expense:							
Debt Service	\$ 1,091,249	\$ 1,166,374	\$ 1,243,838	\$ 1,323,514	\$ 1,405,272	\$ 1,488,980	\$ 1,574,506
Total Debt + Lease Expense	\$ 1,091,249	\$ 1,166,374	\$ 1,243,838	\$ 1,323,514	\$ 1,405,272	\$ 1,488,980	\$ 1,574,506
Per ADA Pupil Expense	\$ 1,362	\$ 1,456	\$ 1,553	\$ 1,652	\$ 1,754	\$ 1,859	\$ 1,966
Per ADA Pupil Exp. (Post S8740)	\$ 341	\$ 406	\$ 503	\$ 602	\$ 704	\$ 809	\$ 916

Total LH Capital Needed:	\$ 7,208,411
Funded for Phase 1:	\$ 1,840,000
Fund for Ph. 2	\$ 2,955,500
Fund by 6/30/24 for purch.:	\$ 2,412,911



LCPS
701 105th Ave
Sources to Date

LCPS' Sources Required				Accounting of Sources				
Phase	Timing for initial contrib.	Timing for FINAL contrib.	Amount	Received		Pledged		Outstanding
PHASE 1	Dec. '17	Jan '18	1,840,000	Full Amt. Rec.	1,840,000	N/A		N/A -
				Subtotal	1,840,000	Subtotal	-	Subtotal -
PHASE 2	May '19	Spring '20	3,005,500	RFF ('19)	500,000			
				SVCF	1,000,000			
				Beaver Foun.	250,000			
				Individuals	27,790			
				Irwin *	132,710			
				RFF ('20)	500,000			
				Valley	500,000			
				Fund for Future	95,000			
				Subtotal	3,005,500	Subtotal	-	Subtotal -
PHASE "3"	N/A	Spring '24	2,600,000	Irwin Remainder	117,290	RFF ('21)	500,000	Fully secured 0
				Beaver	250,000	RFF ('22)	500,000	
				Individuals	23,339	RFF ('23)	500,000	
						RFF ('24)	500,000	
						Pledge 1	90,000	
						Pledge 2	119,371	
				Subtotal	390,629	Subtotal	2,209,371	Subtotal 0
TOTALS			7,445,500	Subtotal	5,236,129	Subtotal	2,209,371	Subtotal 0
					70%		30%	0%

Check Register

Lighthouse Community Public Schools
January
2021



Vendor	Check Number	Check Date	Description	Check Amount
ACCO Engineered Systems	73141	1/15/2021	Admin unit repair	6,901.50
Adobe Systems Incorporated	73142	1/15/2021	Creative Cloud ALL MLP Entrprse Lic Sub Rnw MUN K12 SITE SHRD DEV LC	2,496.00
ADP, LLC	73143	1/15/2021	ADP Electronic I-9 Services	100.00
Alfredo Ramirez Ramos	73144	1/15/2021	Alder resident Stipend	1,818.18
Altitude Learning	73145	1/15/2021	Learning service	2,700.00
Ameerah Tubby	73146	1/15/2021	COVID -19 WINTER RELIEF	1,000.00
Monica Anthony	73147	1/15/2021	training	89.00
Aubrey Patrick	73148	1/15/2021	classroom material	59.98
Carbon Lighthouse, Inc.,	73149	1/15/2021	Energy Services Monthly Payment Amount - Year 2	3,700.00
Christina Clemens	73150	1/15/2021	classroom supplies	196.77
City of Oakland - False Alarm	73151	1/15/2021	False alarm reduction program for 701 105th Ave	35.00
CliftonLarsonAllen LLP	73152	1/15/2021	Final audit assistance bill	7,428.75
Cogent Solutions & Supplies	73153	1/15/2021	Custodian supplies	506.59
Dept Of Justice	73154	1/15/2021	Fingerprint	175.00
EL Education, Inc	73155	1/15/2021	Network School Services -Lighthouse Community CS	36,150.00
Envision Education	73156	1/15/2021	Q2 pro-rata share of joint expenses for Alder Residency - Oct - Dec 2020	4,935.64
GMD Linguistics	73157	1/15/2021	IEP meeting translation	420.00
Jai David Valentine	73158	1/15/2021	Postage	63.03
Janeth Castruita	73159	1/15/2021	Alder resident stipend	1,818.18
Kone Inc.	73160	1/15/2021	Maintenance	260.01
Kos Read Group Inc.	73161	1/15/2021	Consultation fee	7,500.00
Language People Inc.	73162	1/15/2021	Translation service	500.00
Maritza Aiello	73163	1/15/2021	Translation service for COVID-19	214.80
Maxim Healthcare Staffing Services, Inc.	73164	1/15/2021	LIGHTHOUSE CAMPUS_BT Hybrid Inperson/Inhome	737.50
Nob Hill Catering, Inc.	73165	1/15/2021	School lunch program	17,808.00
Orkin	73166	1/15/2021	Monthly service	421.55
PCSD 701 105th ave LLC	73167	1/15/2021	Property at 701 105th Avenue	11,528.66
Quality First Services, Inc	73168	1/15/2021	Monthly service	595.00
Rhythmic Mind	73169	1/15/2021	Rhythmic Mind Freestyle Therapy Cypher Series	5,000.00
RTW Sciences, LLC	73170	1/15/2021	CRL COVID-19 Rapid Response Lab Diagnostics tests and results	4,760.00
HWC Consultants, LLC.	73171	1/15/2021	E-Rate FY2021:	5,500.00
Seneca Family of Agencies	73172	1/15/2021	48-NATHTRY Tuition JBA	111,070.51
Staples Advantage	73173	1/15/2021	3459019704	11.42
Swing Education	73174	1/15/2021	Substitute Services	8,445.00
TextHelp	73175	1/15/2021	Reference 2020-0028	3,244.38
The Speech Pathology Group	73176	1/15/2021	Speech services	75.00
Vista Higher Learning	73177	1/15/2021	P.O 2020-0023	2,726.24
MIC Wright Specialty	73178	1/15/2021	As of: 12/31/2020	9,612.92

Check Register

Lighthouse Community Public Schools
January
2021



Vendor	Check Number	Check Date	Description	Check Amount
Alliance Graphics	73179	1/22/2021	Lodestar Banner	300.76
Benjamin Key-Rodriguez	73180	1/22/2021	Sategna Scholarship	500.00
Brandon Segundo	73181	1/22/2021	Sategna Scholarship	500.00
Cecila Almaraz	73182	1/22/2021	Sategna Scholarship	500.00
Cogent Solutions & Supplies	73183	1/22/2021	Cleaning supplies	224.13
Devonte Morris	73184	1/22/2021	Sategna Scholarship	500.00
Diana Rodriguez Cortes	73185	1/22/2021	Sategna Scholarship	500.00
Education Modified, Inc.	73186	1/22/2021	Access for 10 staff	799.00
Francisco Lopez Luna	73187	1/22/2021	Sategna Scholarship	500.00
Gabriela Gonzales	73188	1/22/2021	Alder Resident Stipend	1,818.18
Genesis Alejo	73189	1/22/2021	Sategna Scholarship	500.00
Greenfield Learning Inc	73190	1/22/2021	2 lexia subscription	66,500.00
GMD Linguistics	73191	1/22/2021	IEP translation	630.00
Isela Chavarria Oviedo	73192	1/22/2021	Sategna Scholarship	500.00
Janet Marcial	73193	1/22/2021	Sategna Scholarship	500.00
Janeth Castruita	73194	1/22/2021	Alder resident stipend	1,818.18
Jennifer Huff	73195	1/22/2021	Consultation fee	9,285.00
Jessica Berdak	73196	1/22/2021	Alder resident stipend	1,818.18
Jonathan Moreno	73197	1/22/2021	Sategna Scholarship	500.00
Jose De La O	73198	1/22/2021	Sategna Scholarship	500.00
Josefina Belloso	73199	1/22/2021	Alder Resident Stipend	1,818.18
Kenneth Bazile	73200	1/22/2021	Lost checks	2,758.69
Law Offices of Young, Minney & Corr, LLP	73201	1/22/2021	Legal fees	5,102.45
Marilyn Maldonado	73202	1/22/2021	Sategna Scholarship	500.00
Martha Carter	73203	1/22/2021	Alder Resident Stipend	1,818.18
Marycarmen Castro	73204	1/22/2021	Sategna Scholarship	250.00
Maxim Healthcare Staffing Services, Inc.	73205	1/22/2021	Services assistants #ERM54152	1,924.00
Musick, Peeler & Garrett LLP	73206	1/22/2021	Legal fees	1,274.00
Nicole Rodriguez	73207	1/22/2021	Alder Resident Stipend	1,818.18
Alberto Ocegueda	73208	1/22/2021	Sategna Scholarship	500.00
Orkin	73209	1/22/2021	Monthly service fee	260.00
PCSD 701 105th ave LLC	73210	1/22/2021	Reimbursement expenses for Carbon Lighthouse Generate I, LLC	1,575.47
Roberto Camarena	73211	1/22/2021	Sategna Scholarship	500.00
Samuel Carter	73212	1/22/2021	Alder Resident Stipend	1,818.18
Sergio Jimenez	73213	1/22/2021	Sategna Scholarship	500.00
Summer Johnson	73214	1/22/2021	classroom supplies	10.00
Swing Education	73215	1/22/2021	Substitute Services	6,200.00
Talia Gonzales-Medina	73216	1/22/2021	Alder Resident Stipend	1,818.18

Check Register

Lighthouse Community Public Schools
January
2021



Vendor	Check Number	Check Date	Description	Check Amount
The Advisory Group of San Francisco, LLC	73217	1/22/2021	January 1, 2021 to March 31, 2021	8,249.99
Jacobo Torres	73218	1/22/2021	Landscaping at LH	1,300.00
Genesis Vazquez	73219	1/22/2021	Sategna Scholarship	500.00
WDR Restoration, Inc	73220	1/22/2021	Water Damage	36,877.79
RICOH USA Program	73221	1/22/2021	Copier lease	7,732.18
Yesenia Sanchez	73222	1/22/2021	Alder Resident Stipend	1,818.18
Kayla Zeal	73223	1/22/2021	Coaching fee	2,288.89
Belen Orozco	73224	1/28/2021	postage reimbursement	139.49
Blackbaud Inc	73226	1/28/2021	Renewal Period: 03/18/2021 - 03/17/2022	837.41
California Teaching Commission (CTC)	73227	1/28/2021	CTC Permit	100.00
Cogent Solutions & Supplies	73228	1/28/2021	Custodial supplies	560.73
Dolores Gonzalez	73229	1/28/2021	Covid -19 Winter Relief fund	1,000.00
GMD Linguistics	73230	1/28/2021	IEP translation	1,952.00
Light Keepers LLC	73231	1/28/2021	Rent for 444 Hegenberger Facility	58,000.00
Maxim Healthcare Staffing Services, Inc.	73232	1/28/2021	SPED staff support	325.00
Dennise Moon	73233	1/28/2021	Testing supplies for SPED	236.97
Nob Hill Catering, Inc.	73234	1/28/2021	School meal	18,340.00
Orkin	73235	1/28/2021	PC Standard	161.55
Vamsha Enterprise INC.	73236	1/28/2021	Lodestar T-shirts	1,750.00
PCSD 701 105th ave LLC	73237	1/28/2021	Lodestar Rent	85,025.00
RTW Sciences, LLC	73238	1/28/2021	CRL Rapid Response Virus Test Kits	17,643.20
Seneca Family of Agencies	73239	1/28/2021	LOD-FTE-DEC20	56,104.25
Specially Designed Education Services	73240	1/28/2021	P.O 2020-0052 for SPED	2,831.56
Staples Advantage	73241	1/28/2021	Office supplies	231.10
Swing Education	73242	1/28/2021	Substitute Services	5,205.00
Teach for America- Bay Area	73243	1/28/2021	Teach for America corp members at LCPS	25,000.00
California Teaching Commission (CTC)	73244	1/28/2021	CTC Permit	100.00
California Teaching Commission (CTC)	73245	1/28/2021	CTC Permit	100.00

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Lighthouse Community Public Schools
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Vendor	Check Number	Check Date	Description	Check Amount
Alliance Graphics	73246	2/5/2021	3' x 8' banner with grommets	299.70
Charles Schwab Bank	73247	2/5/2021	Billing period 10/1/2020-12/31/2020	830.94
Department of Treasury Internal Revenue Service	73248	2/5/2021	Dec 31 2017 tax period	12,142.68
Foli Kokodoko	73249	2/5/2021	Sategna scholarship	500.00
Karen Garcia Gonzalez	73250	2/5/2021	Sategna scholarship	500.00
GMD Linguistics	73251	2/5/2021	IEP translation	1,122.52
Kone Inc.	73252	2/5/2021	Maintenance Period: 02/01/2021 - 02/28/2021	260.01
Maxim Healthcare Staffing Services, Inc.	73253	2/5/2021	SPED services	1,818.50
OverDrive Inc	73254	2/5/2021	Ebook	58.41
Quality First Services, Inc	73255	2/5/2021	janitorial service	595.00
Marlene Rodriguez	73256	2/5/2021	Sategna scholarship	250.00
Rosetta Stone	73257	2/5/2021	ISP School Package & Rosetta Stone English PTO	3,600.00
Seneca Family of Agencies	73258	2/5/2021	LHC-FTE-DEC20	56,569.49
Surge Institute	73259	2/5/2021	2021 Surge Fellowship Tuition for Lauren Horton	1,500.00
RICOH USA Program	73260	2/5/2021	Lodestar copier lease	15,890.64
MIC Wright Specialty	73261	2/5/2021	Billing As of: 1/31/2021	9,612.93
Abiezer Valdivia Daza	73262	2/11/2021	Service call at Lodestar	200.00
Carbon Lighthouse, Inc.,	73263	2/11/2021	Energy Services	3,700.00
CDW Government	73264	2/11/2021	P.O 2020-0016	90,120.14
Cogent Solutions & Supplies	73265	2/11/2021	Custodia supplies	2,698.78
Derrek A. Coleman	73266	2/11/2021	Consultation work with development team.	1,080.00
Edgility Consulting	73267	2/11/2021	Compensation Study	10,000.00
Ellevation Inc	73268	2/11/2021	PO NUMBER 2020-0056	53,160.37
GMD Linguistics	73269	2/11/2021	IEP translation	630.00
	73270	2/11/2021	Photocopy	1,273.81
Rose Galvez	73271	2/11/2021	Classroom supplies	235.53
Chris Sithi	73272	2/11/2021	Extra Editing for Enrollment Videos	2,500.00
Staples Advantage	73273	2/11/2021	Sum inv 8061247585	323.77
Swing Education	73274	2/11/2021	Substitute Services	6,060.00
Vista Higher Learning	73275	2/11/2021	P.O 2020-0054	941.14
Acme Fire Extinguisher Co., Inc.	73276	2/18/2021	Service call	452.14
ADP, LLC	73277	2/18/2021	ADP Electronic I-9 Services	100.00
Alfredo Ramirez Ramos	73278	2/18/2021	Alder resident Stipend	1,818.18
Monica Anthony	73279	2/18/2021	Postage	64.09
Blackbaud Inc	73280	2/18/2021	Annual subscription	1,871.06
Clare Computer Solutions	73281	2/19/2021	VOIP service call	786.25
Cogent Solutions & Supplies	73282	2/18/2021	Custodial supplies	621.57
CPM Educational Program	73283	2/18/2021	P.O. 2020-0058	270.00

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Lighthouse Community Public Schools
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2021



Vendor	Check Number	Check Date	Description	Check Amount
Dept Of Justice	73284	2/18/2021	Fingerprinting	243.00
Derrek A. Coleman	73285	2/18/2021	Coaching fee	250.00
Gabriela Gonzales	73286	2/18/2021	Alder Resident Stipend	1,818.18
Janeth Castruita	73287	2/18/2021	Alder resident stipend	1,818.18
Jennifer Huff	73288	2/18/2021	Consultation	9,999.98
Jessica Berdak	73289	2/18/2021	Alder resident stipend	1,818.18
Josefina Belloso	73290	2/18/2021	Alder Resident Stipend	1,818.18
Law Offices of Young, Minney & Corr, LLP	73291	2/18/2021	Legal fees	810.82
Maritza Aiello	73292	2/18/2021	Translation services	195.00
Martha Carter	73293	2/18/2021	Alder Resident Stipend	1,818.18
Maxim Healthcare Staffing Services, Inc.	73294	2/18/2021	COnsultation services	750.00
Nicole Rodriguez	73295	2/18/2021	Alder Resident Stipend	1,818.18
Samuel Carter	73296	2/18/2021	Alder Resident Stipend	1,818.18
Seneca Family of Agencies	73297	2/18/2021	48NATHTRY- MH	23,355.00
Staples Advantage	73298	2/18/2021	Sum inv 8061317551	255.51
Swing Education	73299	2/19/2021	Substitute Services	10,400.00
Talia Gonzales-Medina	73300	2/18/2021	Alder Resident Stipend	1,818.18
The Speech Pathology Group	73301	2/18/2021	SLP services	100.00
Jacobo Torres	73302	2/18/2021	Landscaping	5,300.00
RICOH USA Program	73303	2/19/2021	Copier lease for Lighthouse 444	6,670.19
Bay Alarm Company	73305	2/26/2021	Service call	295.00
Beretta Investment Group	73306	2/26/2021	433 ST 201/202 Rent	4,545.00
Amanda Klein	73307	2/26/2021	CLASSROOM SUPPLIES	417.35
Light Keepers LLC	73308	2/26/2021	Rent for 444 Hegenberger Facility	58,000.00
Dennise Moon	73309	2/26/2021	SPED SUPPLIES	346.66
Orkin LLC	73310	2/26/2021	Acct # 32343578	260.00
Orkin	73311	2/26/2021	Acct # 28007305	161.55
PCSD 701 105th ave LLC	73312	2/26/2021	Lodestar Rent	85,025.00
Julio Romero	73313	2/26/2021	Installation of diaper changing tables in the bathrooms	350.00
Seneca Family of Agencies	73314	2/26/2021	LHC-FTE-JAN21	89,631.49
Beretta Investment Group	73315	2/26/2021	433 ST 201/202 Rent	4,545.00



383 Preda St. Suite #3
 San Leandro CA 94577
 5103663667
 jesus@jcgreenplumbing.com

Estimate

ESTIMATE#	48727995
DATE	02/17/2021
PO#	

CUSTOMER
Franklin Zuniga 444 Hegenberger Road Oakland CA 94621 (510) 200-4256

SERVICE LOCATION
Franklin Zuniga 444 Hegenberger Road Oakland CA 94621 (510) 200-4256

DESCRIPTION
<p>JC Green Plumbing, Inc. will install the following items:</p> <ul style="list-style-type: none"> - 32 Sloan Toilet Valves (Model: A6065121002) - 9 Urinal Sloan Valves (Model: A6063013002) - 27 Sloan Faucets with Mixer (Model: D591LFLGHGMHDF) - 3 Elkay Bottle Fillers (Model: ELZS8WSLP) <p>We expect to have approx. 2-3 technicians on site per day. And we expect the project to take approx. 9-10 work days to complete.</p> <p>The amount of technicians working on site, and the amount of work days may vary.</p> <p>For the sloan toilet/urinal valves, we are only installing the new sloan valve and "Spud". The existing angle stops for the sloan valves is not included in this price.</p> <p>Toilets, Sinks, and etc. are not included in this estimate.</p> <p>Please note: an electrician of your choice will need to install an electrical outlet for the bottle fillers to work. This bid doesn't include the electrical work. Please plan accordingly.</p> <p>Customer is responsible for obtaining permits for the project and scheduling inspections.</p> <p>This estimate is only good for 30 days. If approved, then we can go into greater detail on the job scope details and etc.</p>

Estimate

Description	Qty	Rate	Total
1006 - Toilets, Urinals, Water Fountains	1.00	57,400.00	57,400.00
Oakland 2019		9.25%	0.00

CUSTOMER MESSAGE

Estimate Total:

\$57,400.00

PRE-WORK SIGNATURE

Signed By:

--

Coversheet

LCPS Organizational Priorities, OKR, and Academic Update

Section: III. Discussion and Approval Items
Item: D. LCPS Organizational Priorities, OKR, and Academic Update
Purpose: Discuss

Submitted by:

Related Material:

LCPS - OKR Scorecard - Update 4_14 Board Of Directors Meeting.pdf

AAC Deck 2020-21.pdf

LCPS Spring 2021 MAP Performance Summary.pdf

LCPS IA3 - LCPS Data Snapshot (Overall).pdf

K-2 Dyslexia Screener_NAACCP Partnership Updates 3.24.pdf



LCPS - OKR Scorecard - Update 4/14

Board Of Directors Meeting

- Review Organizational Priorities and OKRs (Slide 2)
- Review Arc of the Year with Adjustments (Slide 3)
- Updated OKRs (Slide 4)

<p>QUALITY All Students, every day.</p>	<p>Priority #1: Educational Justice and Excellence: Dramatically improve the quality and create non-racialized outcomes of our academic program.</p> <ol style="list-style-type: none"> LCPS Model Articulation: Develop clear academic programs and expectations aligned to grade-level standards. Lighthouse instructional stances, and college readiness. Strategic Execution of our Academic Core: Consistently implement LCPS core assessments, instructional practices, and curriculum aligned to EL Education across our schools. System-Wide Tools and Processes: Manage the quality of instruction and crew with system-wide tools and processes with fidelity across our schools. Teacher, Leader, and Staff Development: Implement clear talent development strategies for instructional staff. The 2020-21 SY will focus on quality curriculum delivery, instructional effectiveness of virtual and in person learning, and assessment implementation. 	<p>1. Our students are at school and engaged every day.</p> <p>2. Our students are learning, equipped with SEL skills, and meeting growth/ performance targets to succeed in college.</p> <p>3. We grow and develop in the service of our students.</p>	<p>A) Attain attendance/ engagement + work completion rates of 96%+ at each school and across all student groups.</p> <p>A) Meet 50% proficiency across SBAC (or equivalent on MAP/ANET) ELA & Math across Grades 3-8; for Grade 11, 50% in Math and 75% in ELA; eliminate local and state variances by student sub groups.</p> <p>A) 100% of all staff receive a documented biweekly 1:1 check-in with a direct supervisor grounded in observation, data, feedback, and/or development.</p>
<p>CULTURE All Belong. All take responsibility for equity.</p>	<p>Priority #2: Culture of Shared Responsibility for Equitable Outcomes: With an equity lens, strengthen our leadership with 100% follow through on our OKRs, monitoring our progress, and our individual and team expectations.</p> <ol style="list-style-type: none"> LCPS Alignment Priorities: Focus the LCPS leadership and board on a few, high-leverage priorities grounded in equitable outcomes. Accountability: Model accountability through frequent monitoring of progress toward our priorities, key results, and disaggregated data by race or other student sub groups (ELL, SWD, SES) <p>Priority #3: DEI Integration: Develop a yearly Action Plan grounded in our Diversity, Equity, and Inclusion Pillars and Commitments with a focus on addressing Anti-Blackness and systemic racism throughout LCPS.</p> <ol style="list-style-type: none"> Ownership and Planning: Continue our DEI work with a clear action plan. Connection to Quality & Academic Outcomes: Interrupt racialized outcomes for our African American and Latinx students and make explicit DEI connections to our academic program, student and family experiences, and college/career readiness. Teacher and Leader Pipelines: Intentionally develop leadership pipelines and professional development opportunities for our African American and Latinx teachers, deans, APs, and principals. 	<p>4. We create safe, inclusive, and equitable conditions and outcomes for all of our stakeholders.</p>	<p>A) Reduce suspension rates across all student groups to <2%, particularly our African American and SWD.</p> <p>B) 70% positive responses on Family Survey questions on Panorama across all student sub groups</p> <p>C) Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.</p> <p>D) Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review)</p> <p>E) 50% of all new instructional/ leadership staff for 2021-22 SY identify as African American and Latinx</p>
<p>IMPACT All in. In Oakland.</p>	<p>Priority #4: Powerful Community Engagement: Build stronger relationships and political presence in our Oakland Community.</p> <ol style="list-style-type: none"> Empowering Informed Voices: Build shared leadership in our students and families through effective School Site Councils (SSC/ELAC) and uplift Black and Brown excellence and joy in our Oakland Community Political Visibility: Organize, mobilize, and be politically visible in school board elections and charter renewals. <p>Priority #5: Strong and Sustainable Financial Model: Ensure strong, sustainable financial model in response to our state funding challenges</p> <ol style="list-style-type: none"> Prioritization and Planning: Ensure LCPS is financially solvent through judicious financial planning and prioritization across the organization 	<p>5. We guarantee our commitment to Oakland children and families.</p> <p>6. We have a sustainable financial model.</p>	<p>A) Successfully renew charters at Lighthouse K-8 and Lodestar.</p> <p>B) Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.</p> <p>A) Enroll 100% of budgeted seats every day.</p> <p>B) Finish 2020-21 with a 3.2% contribution to reserves.</p>

QUALITY
All Students, every day.

- First 3 weeks of School; Distance Learning update
- Learning Continuity and Attendance Plan hearing and discussion
- Update on Data and Elements from Charter Renewal

- Priority Update: Strategic Execution of Academic Core / System-Wide Tools and Processes
- Fall Map Data

- Priority Update: Strategic Execution of Academic Core / System-Wide Tools and Processes
- First Round of ANET Interim Assessments
- Share Updated Academic Dashboard process

- Priority Update: Teacher, Leader, and Staff Development
- Second Round of ANET Interim Assessments
- Updated Academic Dashboard

- Priority Update: LCPS Model Articulation
- Third Round of ANET Interim Assessments
- EOY MAP Data
- Updated Academic Dashboard

- EOY Review
- Priority Update: LCPS Model Articulation
- All Schools Update vs. EOY data
- Academic Priorities for 2021-22 SY

CULTURE
All Belong.
All take responsibility for equity.

- Discussion of DEI Action Plan

- Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q1)
- Baseline data (year over year)
- Priority Update: DEI Resolution Discussion

- Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q2)
- Priority Update: DEI Resolution Discussion

- Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q3)
- MOY Staff Surveys update; trends by school

- Priority Update: Alignment Priorities and Accountability - Student Subgroup trends for Attendance, Engagement, and Academics by school (Q4)
- Priority Update: DEI Action Plan
- Priority Update: Teacher and Leader Pipeline and Hiring update for 2021-22

- EOY Review
- Priorities Update: Student Subgroups Analysis, Teacher / Leadership Hiring
- Organizational Culture Priorities for 2021-22 SY
- DEI Action Plan for 2021-22 SY
- EOY Student, Family, and Staff Surveys update; trends by school and subgroups

IMPACT
All in.
In Oakland.

- Charter Renewal Update
- Baseline Data on enrollment and student retention and attrition
- Priority Update: Budget Update, Cash, Enrollment / Attendance, and Reserves

- Charter Renewal Update
- Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves
- Budget Revision
- Fund Development

- Charter Renewal Update
- MOY data update: enrollment and student attrition
- Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves
- Annual Audit Approval
- Teacher and Staff Compensation Approval

- Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves
- Budget Update: January Revise

- Priority Update: Budget, Cash, Enrollment / Attendance, and Reserves
- **LCAP Hearing (special Meeting in May)**

- Lodestar School Site Council (SSC) Update
- Lighthouse School Site Council (SSC) Update
- EOY data update: enrollment and student attrition
- Priority Update: EOY Budget, Cash, Enrollment / Attendance, and Reserves
- Approval of Budget for 2021-22
- LCAP Approval

2/10	Objectives	LCPS Key Results	Indicator	Pin Shortcuts	Lighthouse K-6	Lighthouse 7-12	Lodestar K-5	Lodestar 6-9	LCPS Aggregate
QUALITY All Students, every day.	1. Our students are at school and engaged every day.	A) Attain attendance/engagement + work completion rates of 96%+ at each school and across all student groups.	<ul style="list-style-type: none"> Attendance (external) Engagement % (internal) 	Green: 96%+ Yellow: 95-96% Red: below 95%	<ul style="list-style-type: none"> 96.5% ↑ 	<ul style="list-style-type: none"> 94.1% ↑ 	<ul style="list-style-type: none"> 95.9% ↑ 	<ul style="list-style-type: none"> 97.1% ↑ 	<ul style="list-style-type: none"> 95.99% ↑
	2. Our students are learning, equipped with SEL skills, and meeting growth/performance targets to succeed in college.	A) Meet 50% proficiency across SBAC (or equivalent on MAP/ANET) ELA & Math across Grades 3-8; for Grade 11, 50% in Math and 75% in ELA; eliminate local and state variances by student sub groups.	<ul style="list-style-type: none"> % Proficient on MAP or last ANET Interim: K-2 Standard Mastery in Altitude (Y: 45%-50%) 	Green: 50%+ Yellow: 45-49% Red: below 45% Note: Excluded K	<ul style="list-style-type: none"> 1-2: 24%R; 33%M 3-5: 27%R; 23%M 6-8: 23%R; 21%M 94% complete 	<ul style="list-style-type: none"> 9-10: 42%R; 38%M 11-: 31%R; 29%M 85% complete 	<ul style="list-style-type: none"> 1-2: 19%R; 23%M 3-5: 16%R; 20%M 92% complete 	<ul style="list-style-type: none"> 6-8: 25%R; 12%M 9: 10%R; 10%M 77% complete 	<ul style="list-style-type: none"> 1-2: 21%R; 28%M 3-5: 22%R; 21%M 6-8: 24%R; 16%M 9-12: 33%R; 30%M 81% complete
	3. We grow and develop in the service of our students.	A) 100% of all staff receive a documented biweekly 1:1 check-in with a direct supervisor grounded in observation, data, feedback, and/or development.	<ul style="list-style-type: none"> % to date (Y:95-99) 	Green: 100% Yellow: 90-99% Red: below 90%	<ul style="list-style-type: none"> 765 total (24) 31.9 per teacher ↑ 	<ul style="list-style-type: none"> 483 total (17) 28.4 per teacher ↑ 	<ul style="list-style-type: none"> 357 total (14) 25.5 per teacher ↑ 	<ul style="list-style-type: none"> 220 total (15) 14.6 per teacher ↑ 	<ul style="list-style-type: none"> 3 of 4 schools meeting criteria ↔
CULTURE All Belong. All take responsibility for equity.	4. We create safe, inclusive, and equitable conditions and outcomes for all of our stakeholders.	A) Reduce suspension rates across all student groups to <2%, particularly our African American and SWD.	A. Suspension Rates to date (Y: 15-2%)	A. Green: below 15% / Yellow: 15-2% / Red: below 2%	<ul style="list-style-type: none"> 0% 	<ul style="list-style-type: none"> 0% 	<ul style="list-style-type: none"> 0% 	<ul style="list-style-type: none"> 0% 	<ul style="list-style-type: none"> 0%
		B) 70% positive responses on Family Survey questions on Panorama across all student sub groups	B. % of Families with positive response on latest SLC survey (Y: 65%-69%)	B. Green: 70%+ / Yellow: 65-69% / Red: below 65%	<ul style="list-style-type: none"> 77.8% ↓ 	<ul style="list-style-type: none"> 66.4% ↑ 	<ul style="list-style-type: none"> 89.7% ↑ 	<ul style="list-style-type: none"> 88.3% ↑ 	<ul style="list-style-type: none"> 79.1% ↑
		C) Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.	C. % of Staff with positive response on internal survey (Y: 65%-69%)	C. Green: 70%+ / Yellow: 65-69% / Red: below 65%	<ul style="list-style-type: none"> 64% (-4%) ↓ 	<ul style="list-style-type: none"> 49% (-4%) ↓ 	<ul style="list-style-type: none"> 82% (+9%) ↑ 	<ul style="list-style-type: none"> 70% (-1%) ↓ 	<ul style="list-style-type: none"> 68% (+2%) ↑
		D) Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review) E) 70% of all new instructional/leadership staff for 2021-22 SY identify as African American and Latinx	D. Net change of staff from start of year (Y: 1-2) E. Per school: Green: 0 / Yellow: 1 / Red: 2+ Org-wide: Green: 0-3 / Yellow: 4-76 Red: 7+	D. Per school: Green: 0 / Yellow: 1 / Red: 2+ E. Org-wide: Green: 0-3 / Yellow: 4-76 Red: 7+	<ul style="list-style-type: none"> 1 	<ul style="list-style-type: none"> 4 	<ul style="list-style-type: none"> 1 	<ul style="list-style-type: none"> 2 	<ul style="list-style-type: none"> 8
IMPACT All in. In Oakland.	5. We guarantee our commitment to Oakland children and families.	A) Successfully renew charters at Lighthouse K-8 and Lodestar. MET B) Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.	<ul style="list-style-type: none"> % of AA students Retained from last year Loss of AA students from last year (except Seniors) / # new AA students 	Green: 0%+ from overall Yellow: 0 to -4% Red: below -4% Overall - 96%	<ul style="list-style-type: none"> 94% -3 / +5 	<ul style="list-style-type: none"> 100% -0 / +2 (5 seniors graduated) 	<ul style="list-style-type: none"> 96% -3 / +8 	<ul style="list-style-type: none"> 81% -8 / +5 	<ul style="list-style-type: none"> 92% -14 / +20
	6. We have a sustainable financial model.	A) Enroll 100% of budgeted seats every day.	<ul style="list-style-type: none"> Enrollment % of Budgeted Enrollment 	Green: 5 students above Minimum Yellow: Minimum to 4 students above Red: below minimum	<ul style="list-style-type: none"> 512 (+1) ↑ 	<ul style="list-style-type: none"> 310 (0) ↑ 	<ul style="list-style-type: none"> 333 (+5) ↓ 	<ul style="list-style-type: none"> 297 (-1) ↓ 	<ul style="list-style-type: none"> 1463 (+5) ↑
		B) Finish 2020-21 with a 3.2% contribution to reserves.	<ul style="list-style-type: none"> School Budgets aligned to reserve 	Green: 3.2%+ Yellow: 2.7-3.2%	<ul style="list-style-type: none"> 4.6% ↔ 	<ul style="list-style-type: none"> 5.5% ↑ 	<ul style="list-style-type: none"> 3.2% ↔ 	<ul style="list-style-type: none"> 3.2% ↔ 	<ul style="list-style-type: none"> 4.7% ↑



Academic Performance Update & Reflection



Academic Performance by Grade | Math

IA3 Data (2nd-11th)

MAP Data (1st-11th) *% above 50th percentile*

	Decreased from IA2	Similar from IA2	Increased from IA2		Decreased from Fall MAP	Similar from Fall MAP	Increased from Fall MAP
LH K-8	4	-	3	LH K-8	8	-	-
LH 9-12	-	-	3	LH 9-12	3	-	-
LS K-5	3	-	1	LS K-5	5	-	-
LS 6-12	3	1	0	LS 6-12	4	-	-
LCPS	10	1	7	LCPS	20	-	-



Academic Performance by Grade | ELA

IA3 Data (2nd-11th)

MAP Data (1st-11th) *% above 50th percentile*

	Decreased from IA2	Similar from IA2	Increased from IA2		Decreased from Fall MAP	Similar from Fall MAP	Increased from Fall MAP
LH K-8	3	-	4	LH K-8	8	-	-
LH 9-12	1	-	2	LH 9-12	3	-	-
LS K-5	4	-	-	LS K-5	5	-	-
LS 6-12	1	-	3	LS 6-12	4	-	-
LCPS	10	-	8	LCPS	20	-	-



Academic Performance | Reflections

Bright Spots

- IA2 to IA3 growth
 - Math
 - LH 9th = +3
 - LH 10th = +7
 - LH 11th = +9
 - ELA
 - LH 3rd = +9
 - LH 7th = +7
 - LH 8th = +8
 - LS 6th = +8
 - LS 7th = +13
 - LS 8th = +7
- Indicators for attendance, coaching touch points, and family engagement, are high! (See *Dashboard Document in Board Packet*)

Focus for Instructional Leadership

- Teaching and assessment in distance learning requires strong alignment to curriculum
- Focusing on rigorous, standards-aligned learning tasks (outcomes vs. activities)
- Post-mortem / root-cause analysis on MAP Data (After CAASSP/ELPAC)

Finishing Strong

6.6 & Next Board Meeting



Our Next Steps for 6.6

Key Levers

Grades 3-8, 11 | PREPARING FOR STATE TESTING:

With 4 weeks left before CAASPP, we need to ensure we're leveraging data to reteach power standards.

LCPS | PROXIMITY & PARTNERSHIP: Refocus time and attend to shoulder to shoulder coaching and continue weekly academic progress monitoring.

LCPS | INFORM & INVEST STAKEHOLDERS: Be more transparent internally and to our families about our academic progress so that they are invested in our growth and performance.

K-2 | FOUNDATIONAL LITERACY: Plan rollout of foundational literacy curriculum and train staff.

Key Outcomes

Finishing Strong

- Execute EOY Assessments
 - CAASPP
 - ELPAC
 - CAST
- Execute Abbreviated EL Education Experiences
 - EL Education Implementation Review
 - LCPS Expo

Continue Strategic Planning

- Finalize Staffing at School Sites and on Academics Team
- Finalize Plan for Summer School
- Finalize of Summer Professional Development Learning Priorities
- Continue Planning for Fall Reopening

Next Board Meeting

End-of-Year Wrap Up

- Academic Data Roll-up
- Update on 3 year Academic Strategic Plan
- Local Control and Accountability Plan

Planning Forward

- Summer School Plans
- Draft of Summer Professional Development Learning Priorities
- Fall Reopening Plans



END



Spring 2021 MAP - Performance Summary

Lighthouse Math Grade Report

Summary- % above 50th percentile in Math at Lighthouse (LH-K8 94% and LHHS 86% complete)

	fall	spring	change
LH 1-2	67%	33%	-34%
LH 3-5	35%	23%	-12%
LH 6-8	21%	21%	1%
LH 9-10	45%	38%	-7%
LH 11	36%	29%	-7%

Summary- % above 50th percentile in Math at Lodestar (L*-K5 92% and L*-6-9 79% complete)

	fall	spring	change
L* 1-2	54%	23%	-31%
L* 3-5	28%	20%	-8%
L* 6-8	14%	12%	-2%
L* 9	12%	10%	-2%

Summary- % above 50th percentile in ELA at Lighthouse (LH-K8 93% and LHHS 83% complete)

	fall	spring	change
LH 1-2	60%	24%	-36%
LH 3-5	44%	27%	-17%
LH 6-8	31%	23%	-8%
LH 9-10	41%	42%	1%
LH 11	33%	31%	-2%

Summary- % above 50th percentile in ELA at Lodestar (L*-K5 92% and L*-6-9 75% complete)

	fall	spring	change
L* 1-2	44%	19%	-25%
L* 3-5	33%	16%	-17%
L* 6-8	26%	25%	-1%
L* 9	22%	10%	-12%

Spring 2021 MAP
Performance Summary

Lighthouse Math
Grade Report

					Lo %ile <21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80	
Grade	# of valid tests	# of Ss 50%+	% of Ss 50%+	Mean RIT	#	%	#	%	#	%	#	%	#	%
K	52	38	73%	172.4	5	10%	5	10%	5	10%	6	12%	31	60%
1	49	21	43%	175.3	18	37%	9	18%	2	4%	7	14%	13	27%
2	53	13	25%	179.7	26	49%	11	21%	6	11%	5	9%	5	9%
3	50	13	26%	189.5	22	44%	12	24%	8	16%	5	10%	3	6%
4	51	14	27%	197.6	20	39%	15	29%	10	20%	6	12%	0	0%
5	50	8	16%	203.8	26	52%	12	24%	10	20%	2	4%	0	0%
6	51	12	24%	209.3	27	53%	10	20%	6	12%	7	14%	1	2%
7	59	12	21%	210.9	30	51%	16	27%	8	14%	4	7%	1	2%
8	64	13	19%	216.3	32	50%	14	22%	9	14%	6	9%	3	5%
9	66	19	28%	218.9	26	39%	18	27%	8	12%	10	15%	4	6%
10	75	35	47%	231.7	13	17%	20	27%	12	16%	14	19%	16	21%
11	70	20	29%	224.8	21	30%	24	34%	12	17%	8	11%	5	7%

Spring 2021 MAP
Performance Summary

Lodestar Grade
Math Report

					Lo %ile <21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80	
Grade	# of valid tests	# of Ss 50%+	% of Ss 50%+	Mean RIT	#	%	#	%	#	%	#	%	#	%
K	52	38	76%	172.4	5	10%	5	10%	5	10%	6	12%	31	60%
1	47	13	28%	168.9	23	49%	9	19%	5	11%	1	2%	9	19%
2	54	10	19%	177.0	34	63%	8	15%	4	7%	2	4%	6	11%
3	50	13	26%	189.5	22	44%	12	24%	8	16%	5	10%	3	6%
4	51	11	22%	197.6	25	49%	14	27%	4	8%	4	8%	4	8%
5	55	7	13%	201.2	37	67%	6	11%	9	16%	2	4%	1	2%
6	58	4	7%	201.5	41	71%	10	17%	4	7%	3	5%	0	0%
7	71	4	6%	203.8	48	68%	16	23%	6	8%	1	1%	0	0%
8	60	14	23%	215.2	28	47%	14	23%	9	15%	8	13%	1	2%
9	49	5	10%	213.7	23	47%	17	35%	6	12%	3	6%	0	0%

Spring 2021 MAP
Performance Summary

Lighthouse ELA
Grade Report

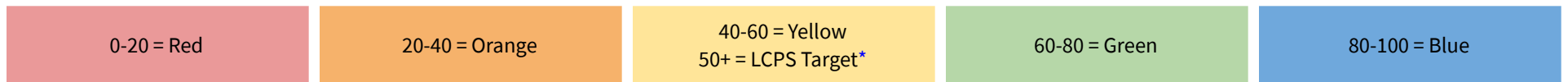
					Lo %ile <21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80	
Grade	# of valid tests	# of Ss 50%+	% of Ss 50%+	Mean RIT	#	%	#	%	#	%	#	%	#	%
K	51	38	75%	165.5	7	14%	3	6%	6	12%	8	16%	27	53%
1	48	16	33%	165.9	18	38%	10	21%	7	15%	5	10%	8	17%
2	53	9	17%	173.3	27	51%	9	17%	11	21%	2	4%	4	8%
3	53	14	26%	185.2	22	42%	13	25%	6	11%	9	17%	3	6%
4	52	13	25%	192.1	20	38%	15	29%	11	21%	5	10%	1	2%
5	49	17	35%	201.6	18	37%	12	24%	7	14%	8	16%	4	8%
6	50	16	32%	204.6	23	46%	9	18%	7	14%	8	16%	3	6%
7	59	12	20%	210.9	30	51%	16	27%	8	14%	4	7%	1	2%
8	62	11	18%	208.6	26	42%	18	29%	11	18%	5	8%	2	3%
9	63	19	30%	212.2	21	33%	12	19%	20	32%	7	11%	3	5%
10	75	39	52%	221.6	15	20%	18	24%	17	23%	14	19%	11	15%
11	66	21	32%	217	15	23%	22	33%	14	21%	11	17%	4	6%

Spring 2021 MAP
Performance Summary

Lodestar Grade
ELA Report

					Lo %ile <21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80	
Grade	# of valid tests	# of Ss 50%+	% of Ss 50%+	Mean RIT	#	%	#	%	#	%	#	%	#	%
K	49	29	59%	165.5	11	22%	5	10%	7	14%	3	6%	23	47%
1	44	11	25%	172.1	20	45%	12	27%	4	9%	2	5%	6	14%
2	56	8	14%	173.3	32	57%	12	21%	6	11%	2	4%	4	7%
3	56	8	14%	180.3	37	66%	8	14%	6	11%	2	4%	3	5%
4	51	11	22%	197.6	25	49%	14	27%	4	8%	4	8%	4	8%
5	55	7	13%	201.2	37	67%	6	11%	9	16%	2	4%	1	2%
6	56	10	18%	197.9	30	54%	12	21%	8	14%	6	11%	0	0%
7	62	21	34%	207.7	22	35%	15	24%	10	16%	13	21%	2	3%
8	60	14	23%	215.2	28	47%	14	23%	9	15%	8	13%	1	2%
9	49	5	10%	213.7	23	47%	17	35%	6	12%	3	6%	0	0%

2020-2021 LCPS INTERIM ASSESSMENT PERFORMANCE



LIGHTHOUSE	MATH			ELA		
	Grade	IA1 Overall	IA2 Overall	IA3 Overall	IA1 Overall	IA2 Overall
2	53*	55*	54* (-1)	38	50*	43 (-7)
3	42	52*	40 (-12)	38	30	39 (+9)
4	44	33	34 (+1)	42	47	36 (-9)
5	33	35	31 (-4)	24	39	32 (-7)
6	25	35	36 (+1)	31	31	38 (-7)
7	25	28	17 (-11)	39	30	37 (+7)
8	32	24	27 (+3)	37	36	44 (+8)
Math I / ELA 9	25	23	26 (+3)	39	41	33 (-8)
Math II / ELA 10	38	20	27 (+7)	48	43	45 (+2)
Math III / ELA 11	28	27	36 (+9)	42	35	38 (+3)

LODESTAR	MATH			ELA		
	IA1 Overall	IA2 Overall	IA3 Overall	IA1 Overall	IA2 Overall	IA3 Overall
2	45	50*	54* (+4)	35	42	36 (-6)
3	33	47	32 (-15)	28	26	28 (-2)
4	38	31	30 (-1)	47	47	44 (-3)
5	38	48	33 (-15)	31	37	30 (-7)
6	17	26	25 (-1)	29	26	34 (+8)
7	23	26	16 (-10)	32	27	40 (+13)
8	21	31	30 (-1)	34	39	46 (+7)
Math I/ ELA 9	22	18	18 (=)	33	40	26 (-14)

LCPS Board: K-2 Dyslexia Screener Update



Kindergarten-Grade 2 Dyslexia Screener Toolkit

Phase III - Develop a Response Plan

**February Lexia
RAPID
Administration**

V. Develop a Response Plan

- Short-term [Spring 2021] Intervention
- Long-term [upcoming school year] Tier 1, 2, and 3 supports.

I. Partner with Greenfield Learning to train our academics team and K-2 Dyslexia Committee on how to internalize initial data.

**Phase III
of K-2 Dyslexia
Pilot**

IV. Analyze student-specific data and identify students with potential need for additional evaluation and support.

II. Complete data dive with internal and external partners.

- Identify overall trends in district, school, and classroom-level data.
- Review individual student scores for potential dyslexia indicators. 2

III. Communicate initial student outcomes with teachers and families.

Powered by BoardOnTrack

Kindergarten - Grade 2 Dyslexia Screener Toolkit

Develop a Response Plan

Timeline Spring 2021

Week of 2/22	<ul style="list-style-type: none"> ✓ Create teacher/parent communication 1-pager for SLCs ✓ Complete data training with Greenfield Learning
Week of 3/1	<ul style="list-style-type: none"> ✓ Finalize data dive protocol ✓ Complete data dive ✓ Get feedback on next steps from internal partners
Week of 3/8	<ul style="list-style-type: none"> ✓ Share data dive protocol with external partners ✓ Host teacher focus group
Week of 3/15	<ul style="list-style-type: none"> ✓ Develop short-term response plan for Spring 2021 ✓ Develop long-term response plan for 2021-22
Week of 3/22	<ul style="list-style-type: none"> ● Follow-up communication around 1:1 findings with parents of students who potentially need Tier III reports

LCPS February 2021 Data Outcomes

Data Dive Protocol | II. Develop a POV

Reading Success Probability (RSP): The likelihood that students achieve grade level success by the end of the year.

Site/Grade	# of Students with an RSP of 70% or Higher	# of Students with an RSP of 31-69%	# of Students with an RSP of 30% or Lower	Total # Students Assessed
Lodestar Kinder	6	6	25	37
Lodestar 1st Grade	0	2	23	25
Lodestar 2nd Grade	0	2	26	28
Lighthouse Kinder	5	10	18	33
Lighthouse 1st Grade	1	5	25	31
Lighthouse 2nd Grade	0	5	26	31

Powered by BoardOnTrack

Lodestar Overall:

Winter 2020 - 2021	
Students	RSP of 70% or higher
School	90 7%
Kindergarten	37 16%
1st Grade	25 0%
2nd Grade	28 0%

Lighthouse Overall:

Winter 2020 - 2021	
Students	RSP of 70% or higher
School	97 6%
Kindergarten	33 15%
1st Grade	31 3%
2nd Grade	31 0%

LCPS February 2021 Data

Data Dive Protocol | II. Develop a POV

Our February 2021 LCPS HIGH-LEVEL Takeaways:

- **LCPS students enter kindergarten with a wide range of foundational literacy skills.**
- **Over time at LCPS, the range of student skill stabilizes, but our overall proficiency data decreases.**

- **We are currently supporting our youngest students through EL Education in two ways:**
 - ◆ Developing content-knowledge in vocabulary (as evidenced by vocabulary pairs data).
 - ◆ Following auditory steps and directions (as evidenced by following directions data).
- **We have an URGENT need to support the majority of our students in Tier 1 Foundational Literacy instruction that addresses the following:**
 - ◆ Phonological awareness
 - ◆ Letter sounds
 - ◆ Spelling
 - ◆ Word reading



Kindergarten - Grade 2 Dyslexia Screener Toolkit

Develop a Response Plan | Short Term

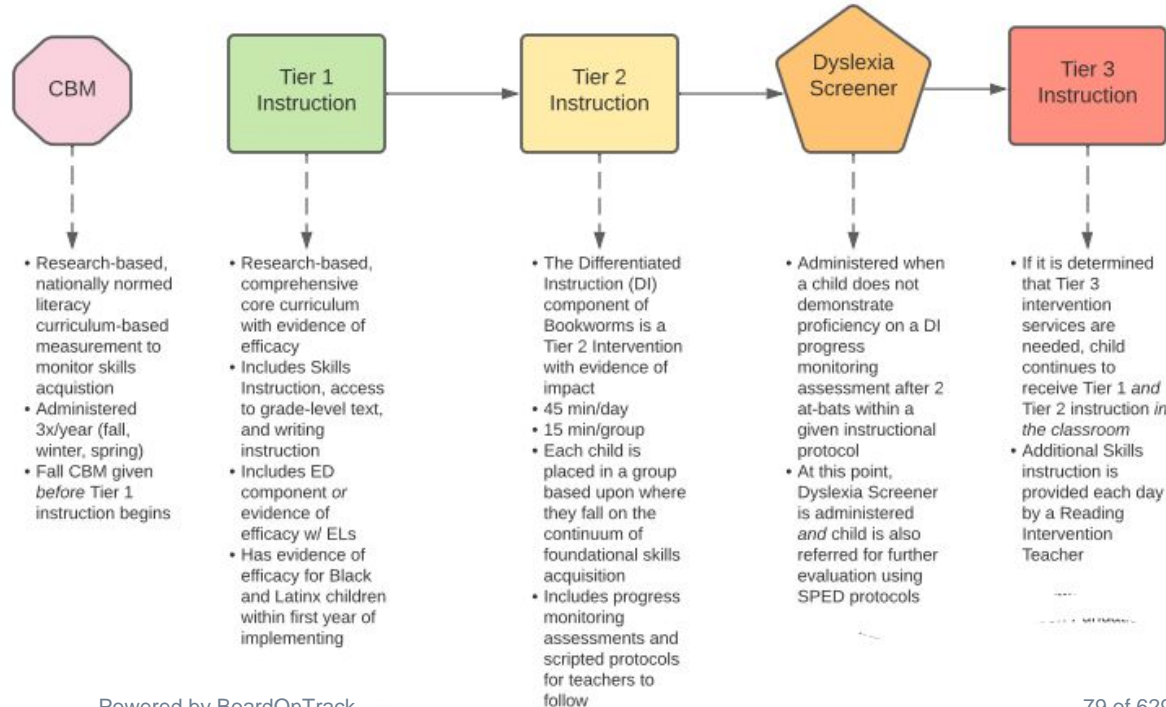
Short-Term Response Plan | Spring & Summer 2021

Differentiated Support	<ul style="list-style-type: none"> Launched Lexia Core5 in all K-5 classrooms in January 2021
Teacher Training	<ul style="list-style-type: none"> Teachers complete a "Science of Reading" Professional Development session on 3/26
Family Engagement	<ul style="list-style-type: none"> Hosting a "Reading U" Parent Information Night in April [Date TBD] to support parents with at-home strategies for reading development.
Spring Screening	<ul style="list-style-type: none"> Complete round 2 of Lexia RAPID assessment in May and measure RSP growth.
Summer School	<ul style="list-style-type: none"> Offer students who performed at 15 RSP or lower on Lexia RAPID priority enrollment in LCPS Summer School. Partnering with BookWorms to hold an in-person "Literacy Launch" for robust foundational literacy instruction at LCPS Summer School. Exploring options for a summer 1:1 virtual tutoring model for our highest need students.

Kindergarten - Grade 2 Dyslexia Screener Toolkit

Develop a Response Plan | Long Term

Long-Term Response Plan | 2021-2022 School Year



Reenvisioning our K-2 Foundational Literacy Model in Fall 2021

Coversheet

School Reopening Update and Family Survey Results

Section: III. Discussion and Approval Items
Item: E. School Reopening Update and Family Survey Results
Purpose: Discuss
Submitted by:
Related Material:
ReOpening Update - Spring Family Survey Results - All Schools (March 2021).pdf
ReOpening Update (Parent Communications - 3_17).pdf

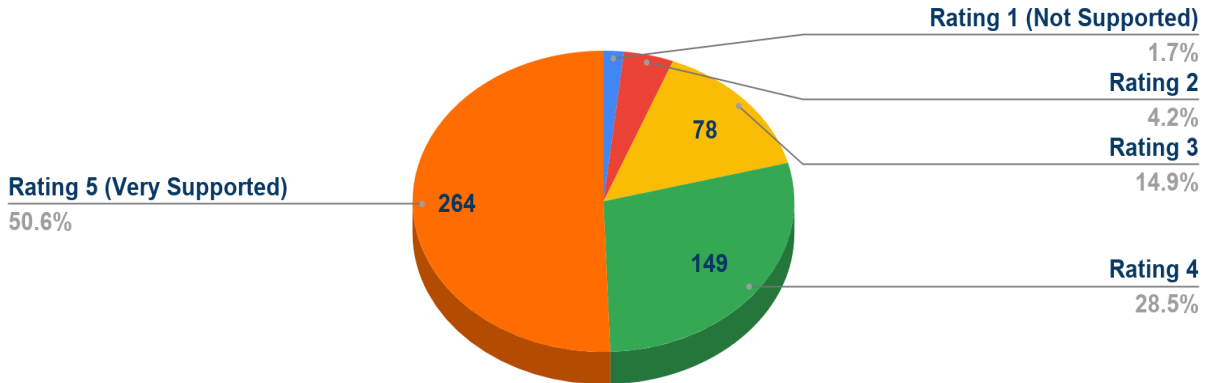
Spring 2021 Family Survey All Schools

DEMOGRAPHICS

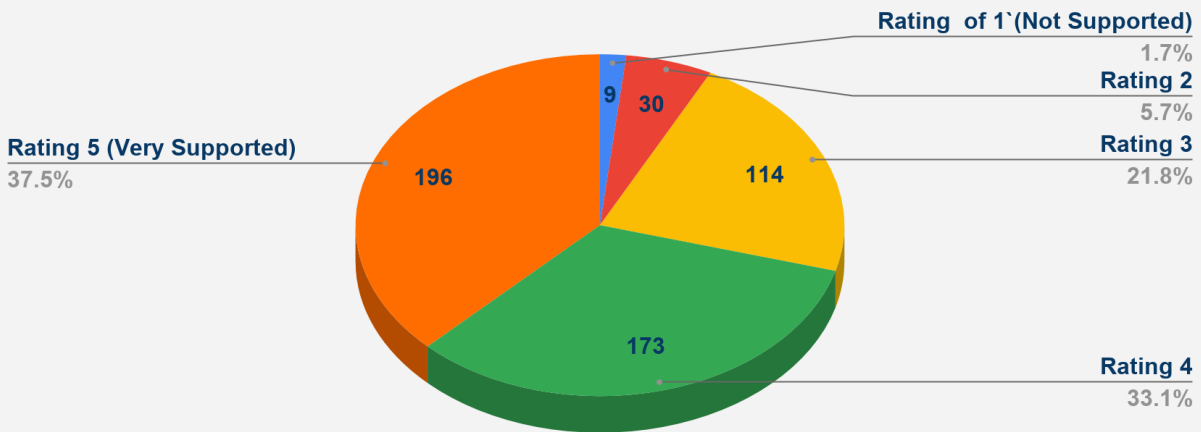
Number of Responses	536
Number of Students Represented in Responses	1069

TEACHING & LEARNING

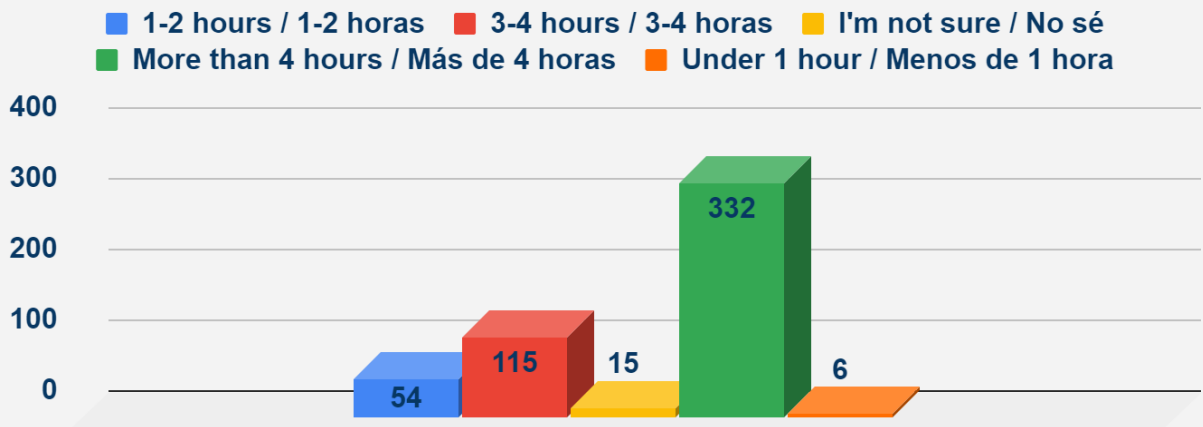
6. How supported do you feel by your child's school since the start of the school year? / ¿Qué tan apoyado/a se siente por la escuela desde el inicio del año lectivo?



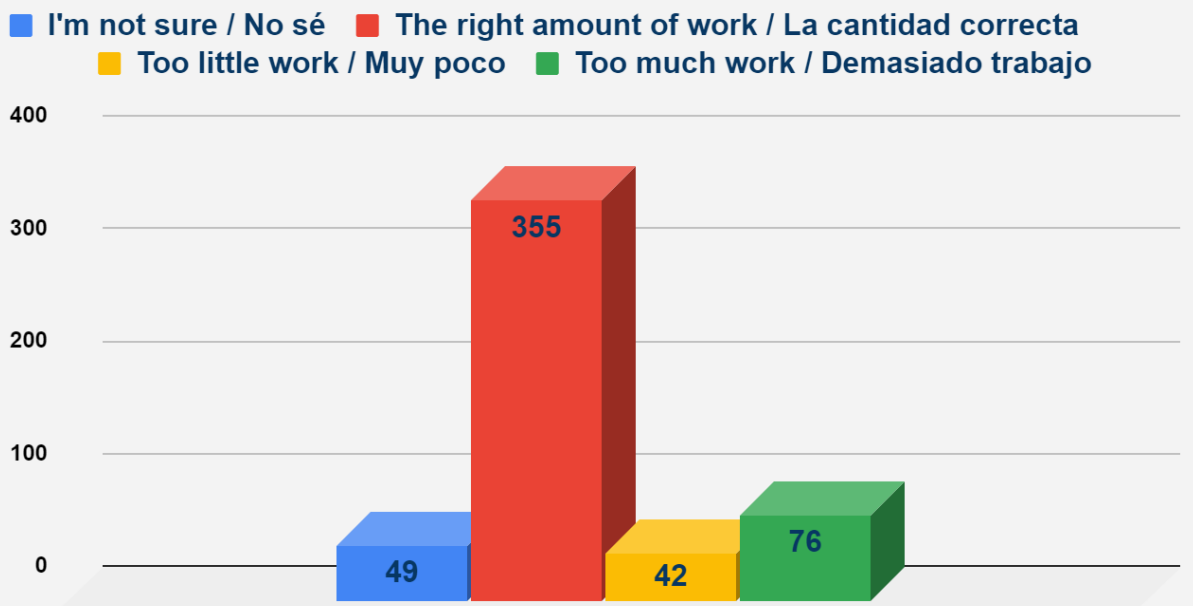
7. How well do you understand what is expected of your child during Distance Learning? / ¿A qué nivel entiende las expectativas para su hijo/a durante el Aprendizaje a Distancia?



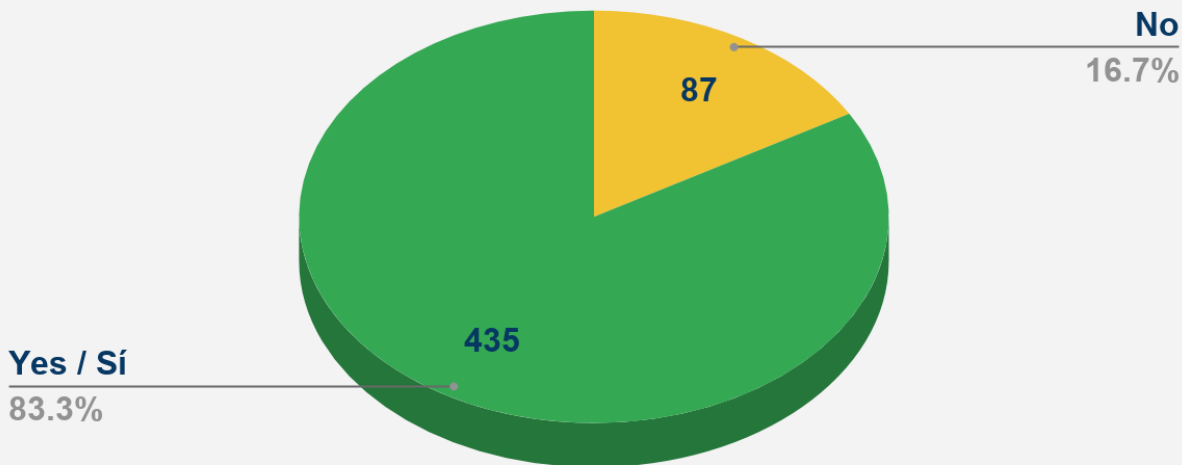
8. About how much time does your child spend on schoolwork each day, including live classes and independent work time? / ¿Aproximadamente cuánto tiempo pasa s...



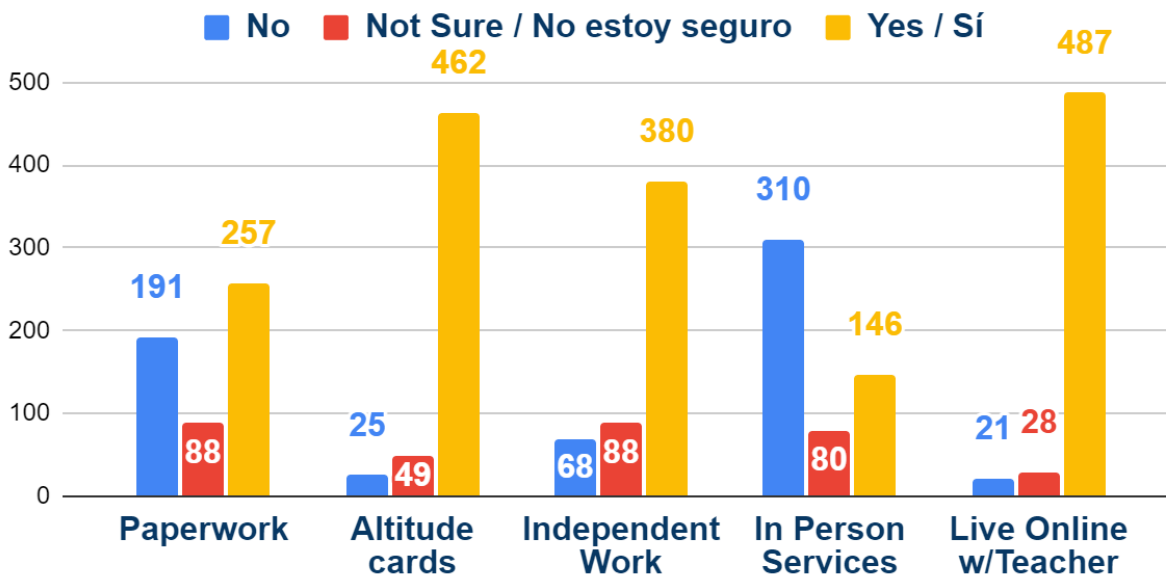
9. The amount of work being asked of my child, based on their age is... / La cantidad de trabajo pedida de mi hijo/a, basada en su edad es...



10. Are you satisfied with the type of work being presented to your child? / ¿Está satisfecho/a con el tipo de trabajo presentado a su hijo/a?

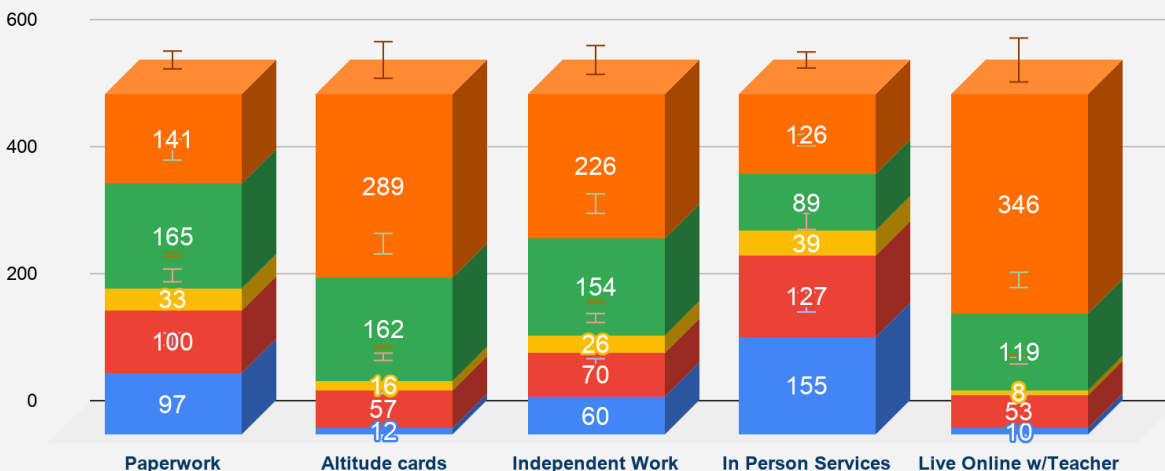


11. Which components of Distance Learning has your child participated in? / ¿En cuales componentes de Aprendizaje a Distancia ha participado su hijo/a?



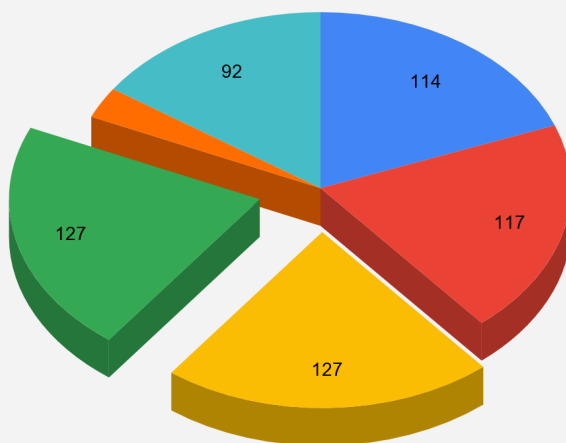
12. Which components of Distance Learning have been most helpful for your child? / ¿Cuales componentes de Aprendizaje a Distancia han sido de mayor ayuda para su hijo/a?

- Very Helpful / Ha ayudado mucho
- Somewhat Helpful / Ha ayudado un poco
- Not Sure / No estoy seguro
- Not Helpful / No ha ayudado
- Does not apply / No aplica



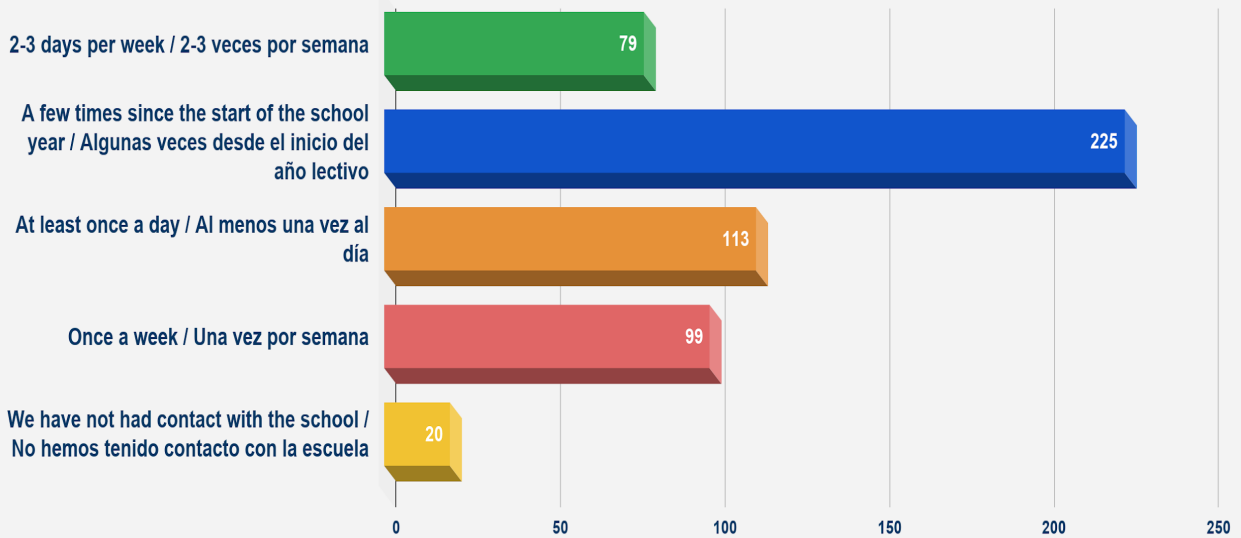
12. Which components of Distance Learning have been most helpful for your child? / ¿Cuales componentes de Aprendizaje a Distancia

13. How often does your child receive feedback on work that they have submitted? / ¿Con qué frecuencia recibe su hijo/a retroalimentación en el trabajo que ha entregado?

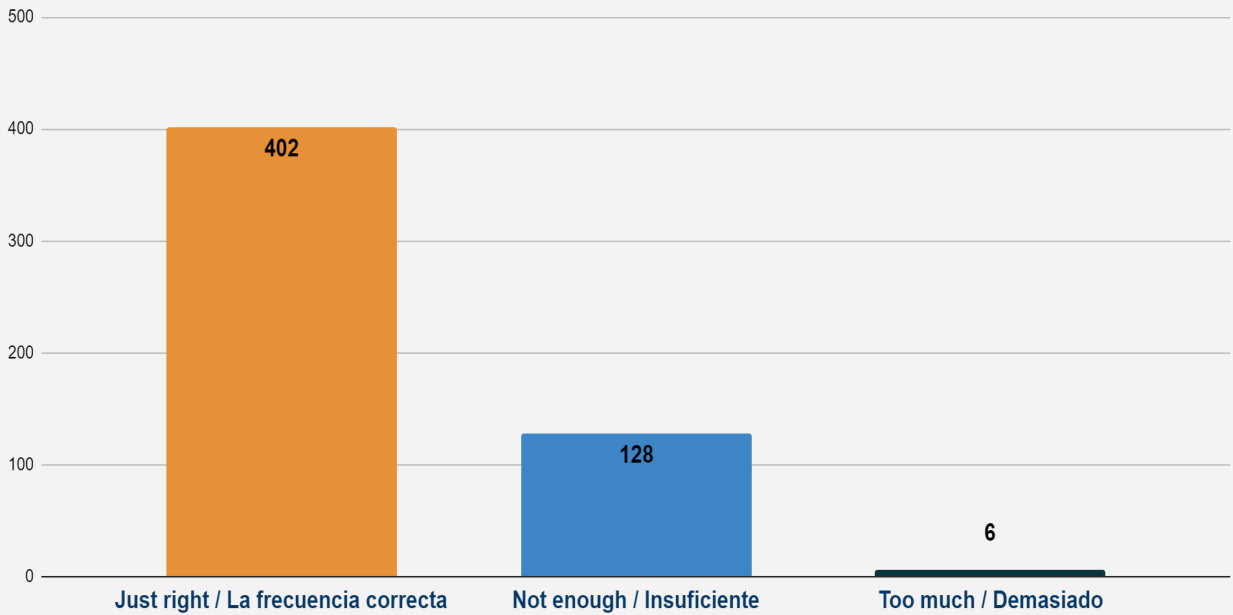


- 2-3 days per week / 2-3 días por semana
- A few times since the start of the school year / Unas cuantas veces desde
- At least once a day / Al menos una vez al día
- I'm not sure / No sé
- My child has received no feedback / Mi hijo/a no ha recibido retroalimentación
- Once a week / Una vez a la semana

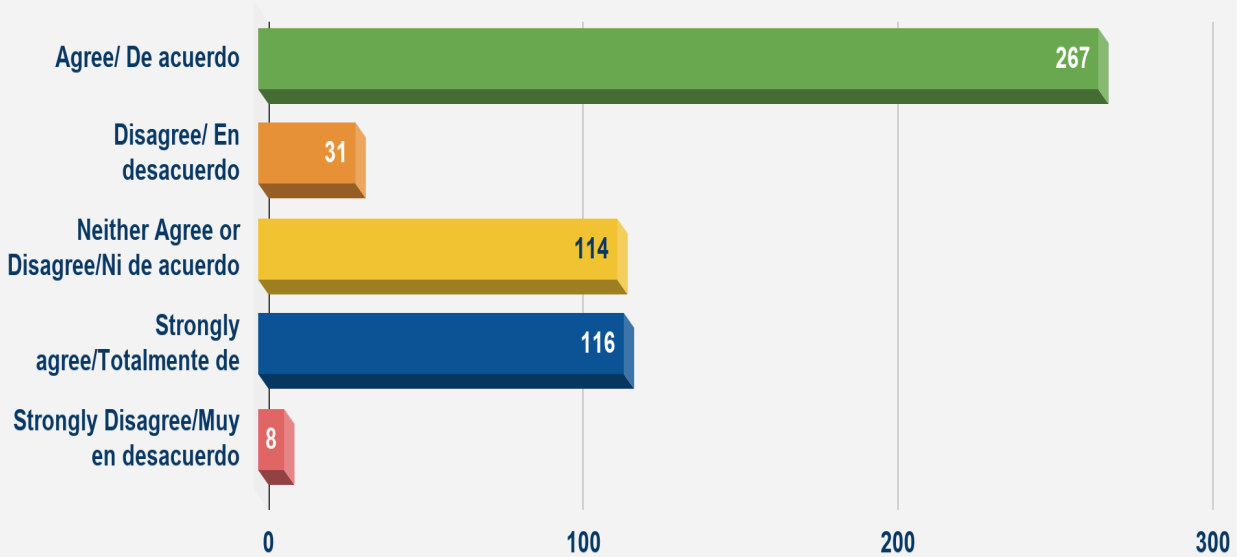
14. Beyond school-wide announcements, how often do your family and your child have contact with your school and/or teachers? (live lessons, check-ins, small groups, phone calls, messages, emails) / Aparte de los anuncios a nivel escolar, ¿con qué frecuencia tiene contacto con la escuela y/o los maestros de su hijo/a?



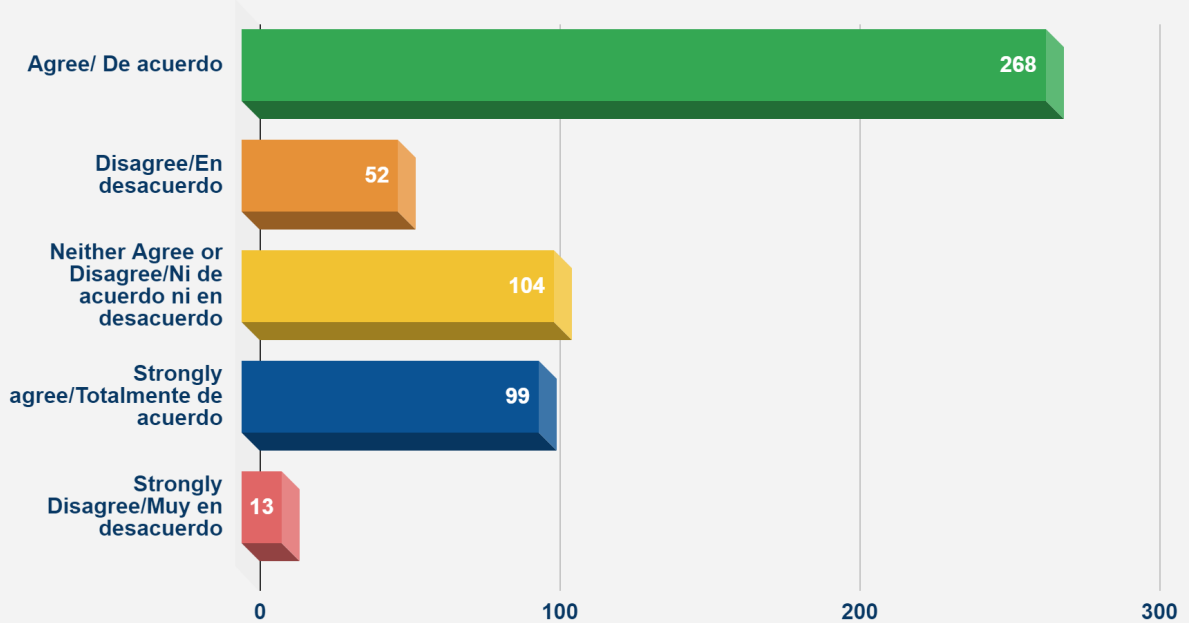
15. The frequency of family contact with my child's teachers has been.../ La frecuencia de contacto familiar con los maestros de mi hijo/a ha sido...



16. "I am satisfied with the quality of live instruction"/"Estoy satisfecho/a con la calidad de la instrucción en vivo."

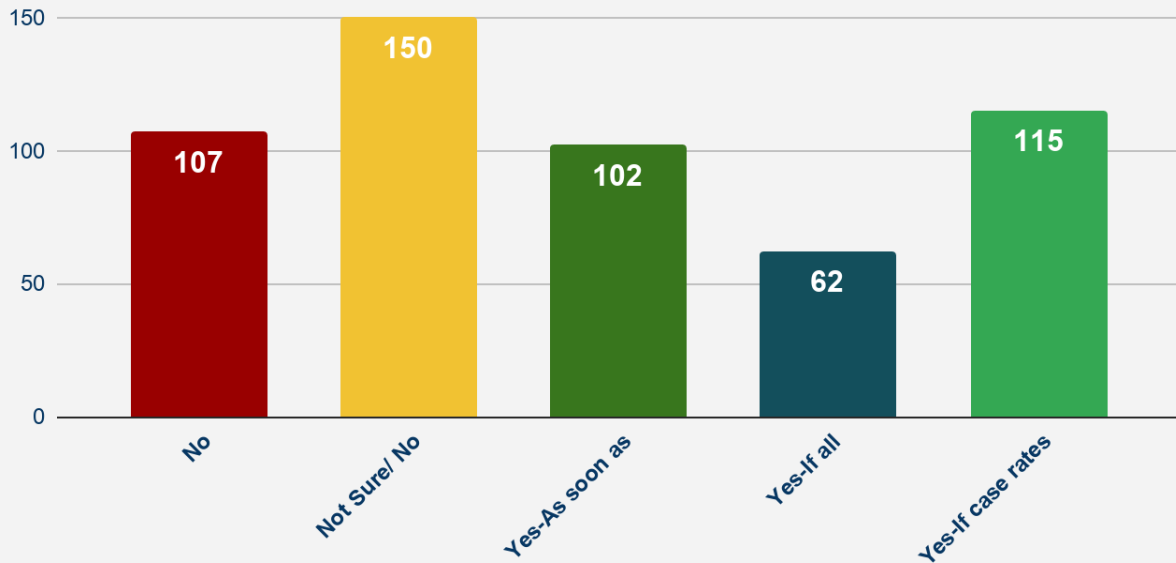


18. "I am satisfied with the quality of the independent (asynchronous) assignments."/"Estoy satisfecho/a con la calidad de las tareas independientes (asincrónicas)".

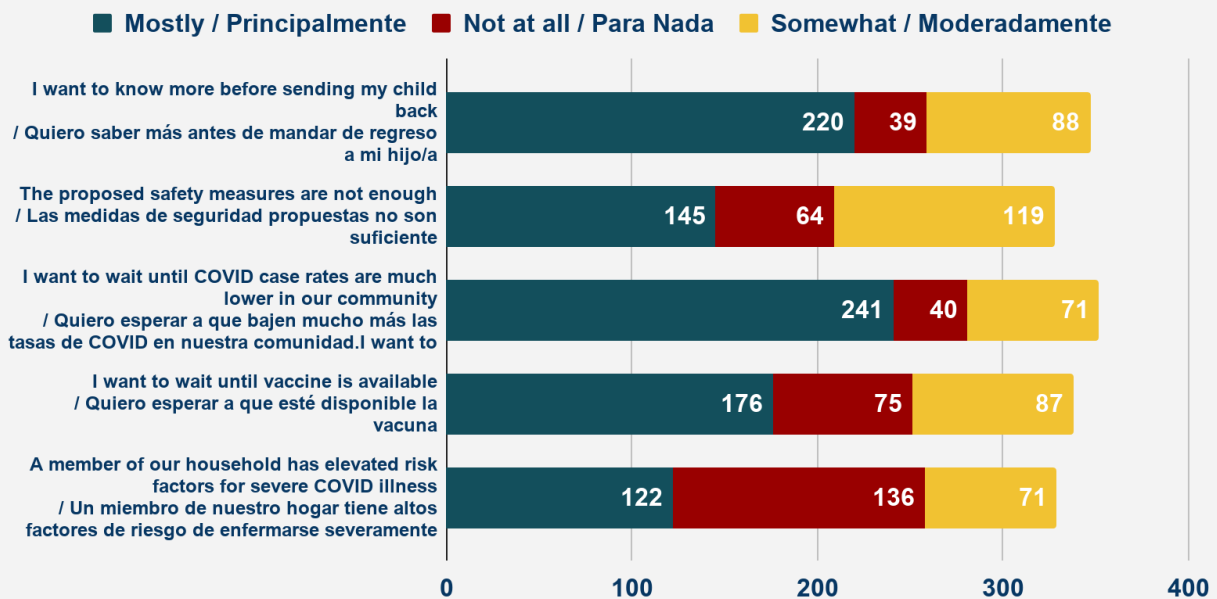


SCHOOL REOPENING & IN PERSON SUPPORT

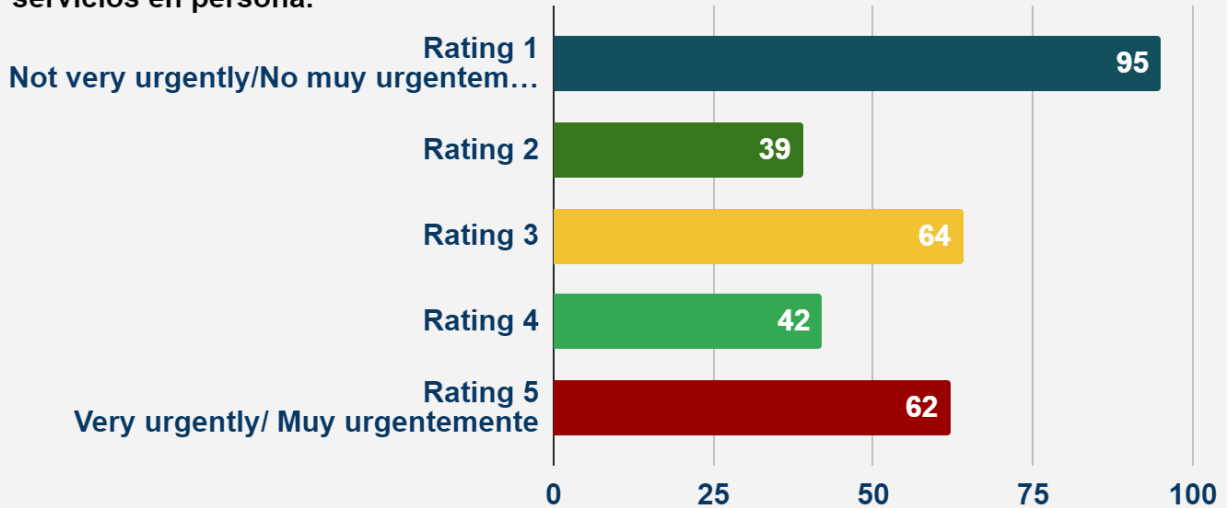
19. If it is possible for your child to return to school in person this spring or summer, even for fewer days per week or only for childcare/supervision, would you send them to school?/Si es posible que su hijo regrese a la escuela en



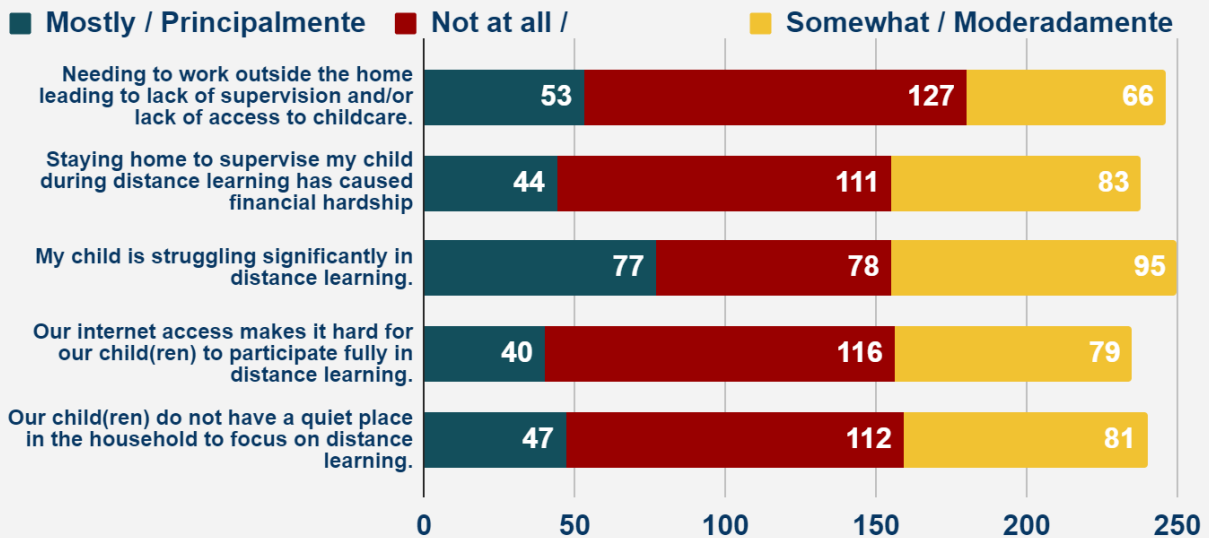
20. If you answered NO or NOT SURE, please tell us which of the following influenced your response?/Si respondió NO o NO ESTÁ SEGURO, por favor comparta cuál de los siguientes factores influenció su respuesta.



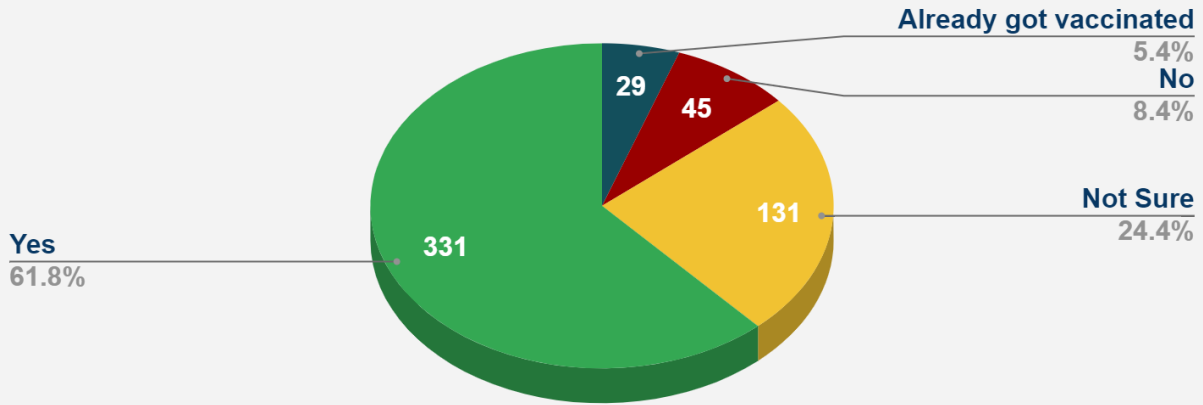
21. If you answered YES-AS SOON AS POSSIBLE, please share how urgently your child and family need access to in-person services?/Si respondió SÍ, LO ANTES POSIBLE, comparta con qué urgencia su hijo y su familia necesitan acceso a los servicios en persona.



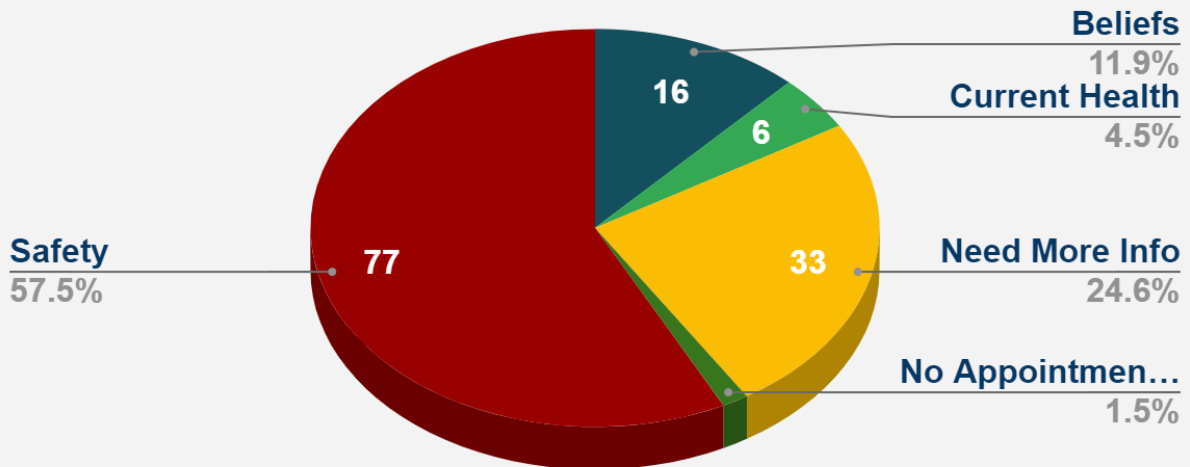
22. If you answered "Very Urgently" to needing in-person services for your child, please share why /Si respondió "Muy urgentemente" a la necesidad de servicios en persona para su hijo/a, por favor comparta cuál de los siguientes factores influenció su respuesta



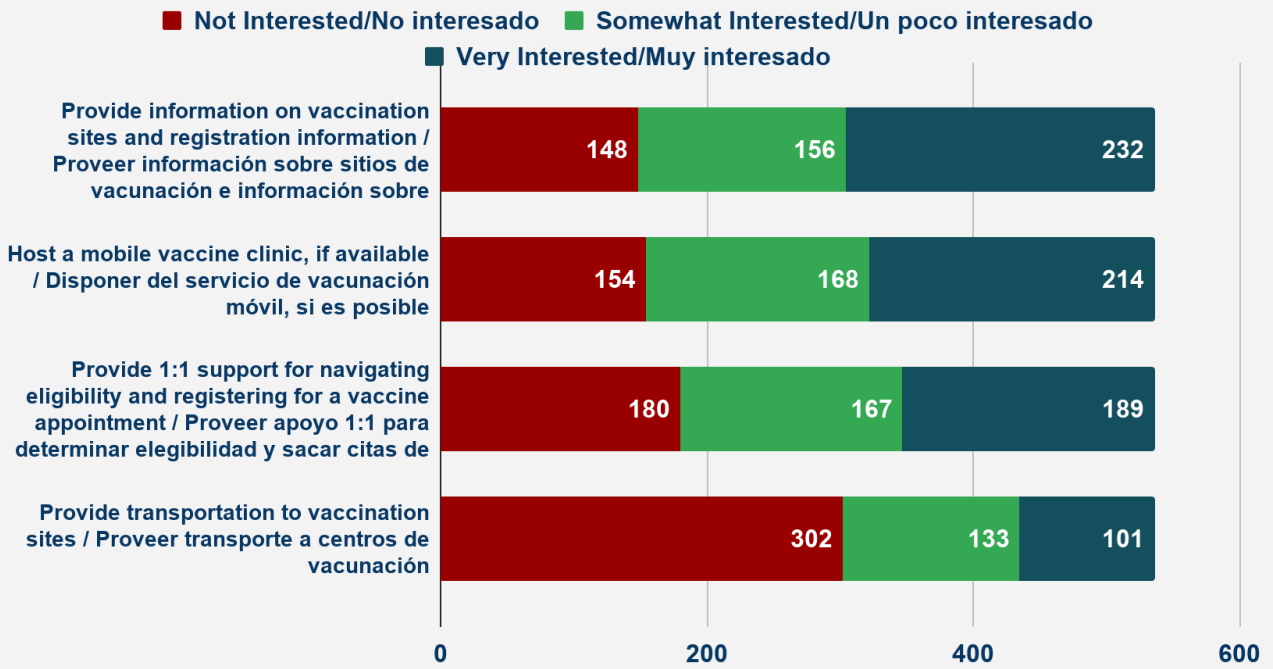
23. When the vaccine becomes available to you or other members of your household this spring or summer, do you plan to get vaccinated?/Cuando la vacuna esté disponible para usted u otros miembros de su hogar esta primavera o verano, ¿planea vacunarse?



24. If you answer No/Not Sure to planning to get vaccinated, please share why./Si su respuesta es No / No estoy seguro de que planea vacunarse, favor comparte el motivo.

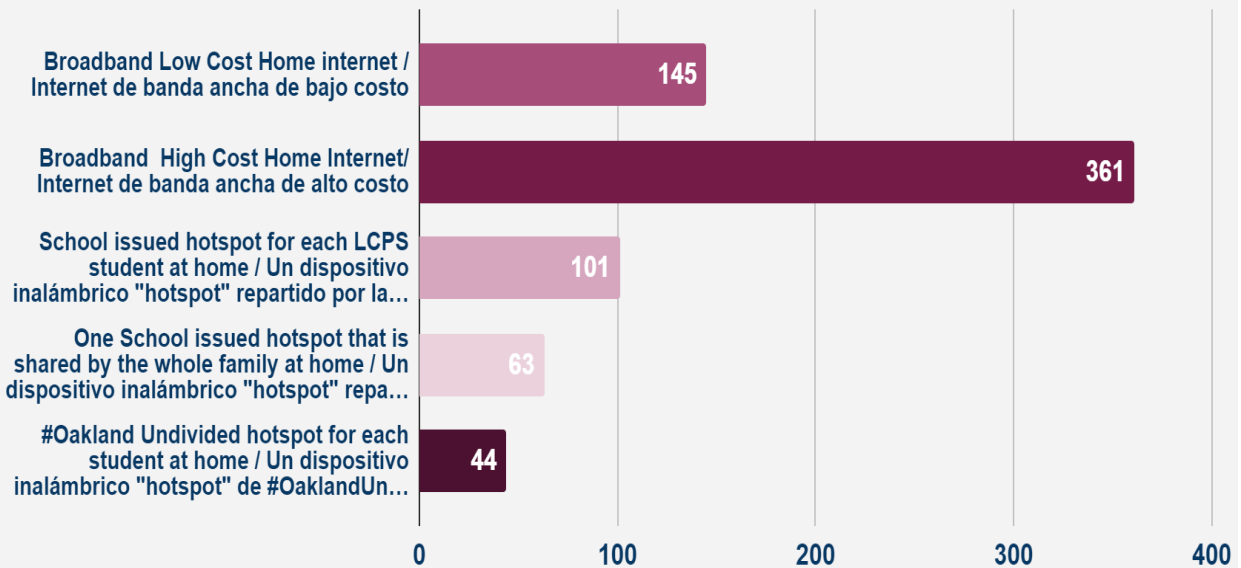


Not Interested/No interesado, Somewhat Interested/Un poco interesado and Very Interested/Muy interesado

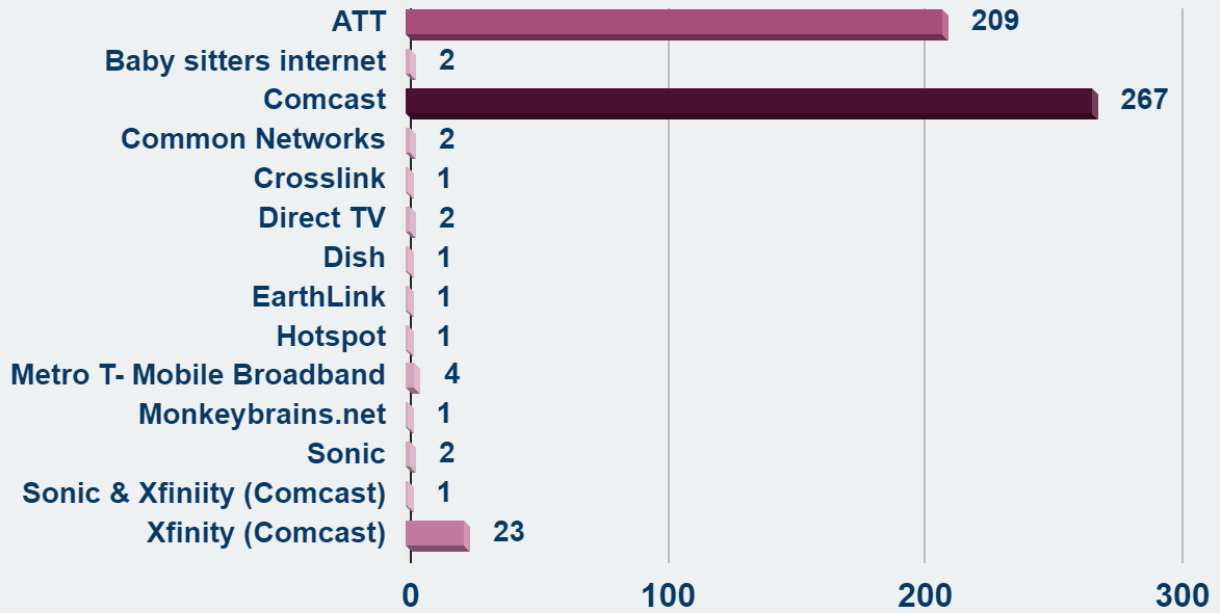


Internet Access

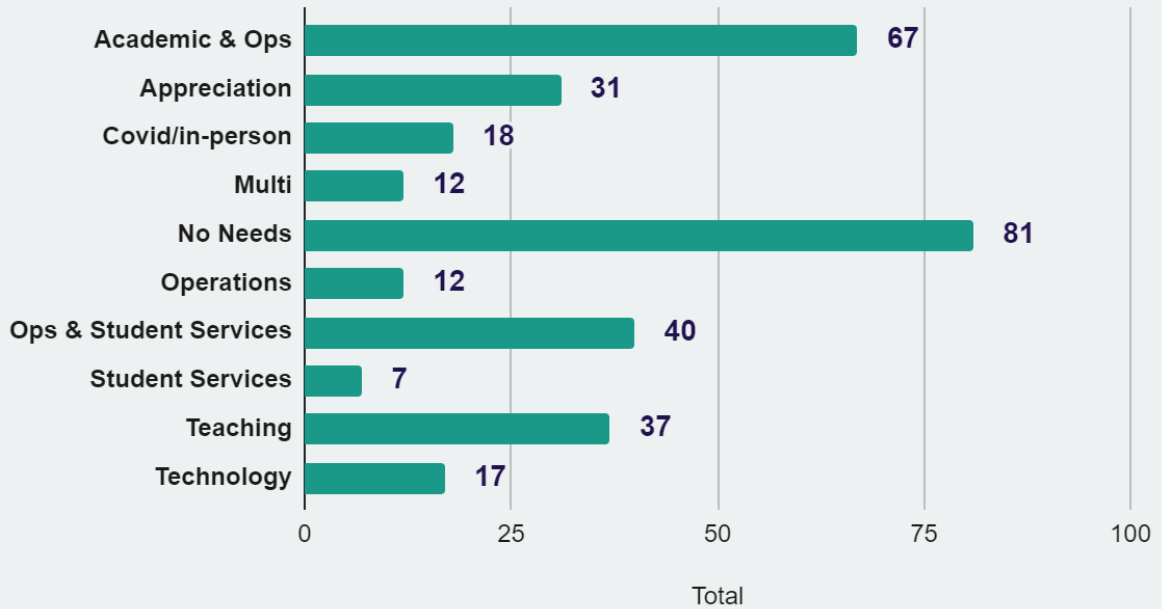
26. How does your child currently access the internet during the school day? / ¿Cómo accede su hijo/a...



27. If you have broadband internet at home, which company do you use? / Si tiene internet de banda ancha en casa, ¿cuál proveedor usa?



29. What resources do you need from LCPS to better support your student and family, please as specific as possible? 30. Is there anything else that we haven't asked about that you want to share or bring attention to with LCPS leadership about distance learning, reopening plans, or internet access?



Dear Families -

This week marks a year that we as a community have been in Distance Learning due to the COVID Pandemic. I want to thank all of our students, families and staff for their hard work and positive impact, and recognize the powerful sense of community that we have collectively created this year.

This is a detailed update, so here are the headlines:

- We are committed to serving our students and families with a focus on academic outcomes and educational equity during distance learning; Nearly 80% of families are satisfied with our current model during the pandemic.
- Since November, we have been serving our most vulnerable students with in-person services. Currently, we serve ~40 students each day in-person, and after spring break, we will grow those cohorts to ~80 students.
- For the rest of the spring and second semester, we have decided to continue our current model. We will also begin planning for expanded in-person learning for summer school and in the fall with family and staff input.

Results from the Survey:

Here is the link to the [LCPS Family Survey results](#) we gave a few weeks ago, and the data collected from 536 families representing 1069 students (73% completion) is evidence of our shared impact. **Thank you families for taking the time to complete the survey, and for providing meaningful feedback.**

Here are some highlights:

- 69% understand the expectations of distance learning for their children;
- 77% feel their children are supported/very supported
- 83% overall family satisfaction with the work assigned to their children during distance learning

You may have also heard that OUSD reached a tentative agreement to bring students and teachers back to campuses starting March 30th for their phase 1 (K-2 and priority students) and April 19th for phase 2 (K-5 and one secondary grade). We are keeping a close eye on these developments as we want to stay aligned with OUSD as our authorizers.

We also want to acknowledge our families responses to the question around their interest in returning to school for a few days per week this spring:

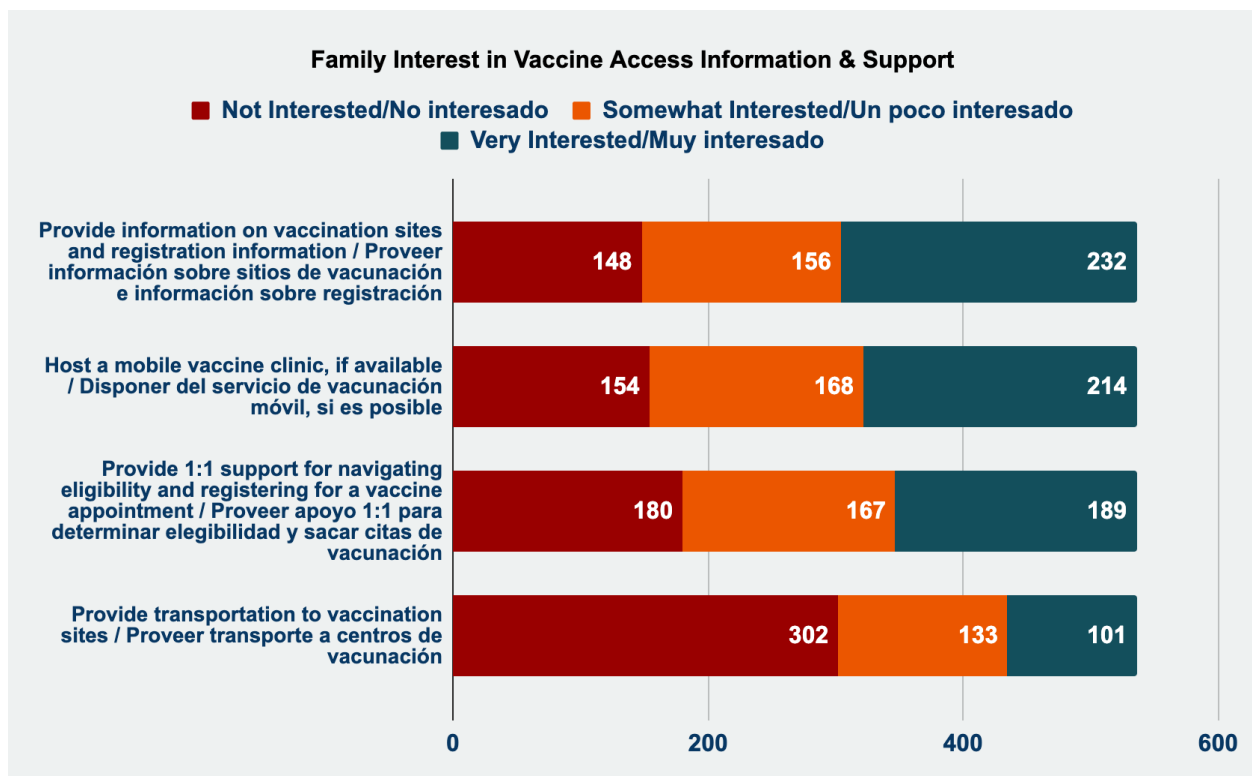
- 20% answered "No"
- 28% answered "Not Sure"
- 19% answered "Yes"
- 12% answered "Yes - if the Staff is Vaccinated"
- 21% answered "Yes - if case rates decline"

Due to the range of family responses from this survey, the overall strong satisfaction and consistency of our distance learning program for the majority of our students, and our current plans to expand in-person cohorts as widely as possible to include as many students identified by staff and families as most needing in-person access or services this spring, **we will stay in our current model through the end of the semester and not plan for a wider reopening for the last six week grading period.**

This will allow us to prioritize our students, families, and staff’s health, safety, and learning at the forefront. This will also allow us to finish the year on a strong note while centering the health and safety of our community, as well as complete our necessary state mandated assessments (ELPAC and CAASSP) with a combination of in-person and virtual testing administrations.

Support for Families Accessing Vaccines Appointments & Information This Spring & Summer:

While the timeline for access to vaccines for students under age 16 is still not clear, we want to support all staff and families to access vaccination appointments and information prior to any wider reopening. We are excited to announce that we have hired a new position - A COVID Vaccine Coordinator (Mirna Hernandez at mirna.hernandez@lighthousecharter.org) who will support both staff and adult family members to access the vaccine this spring and summer. Please be on the lookout for more information about how to access her support. She will be reaching out to families who indicated in the survey that they want help finding appointments for themselves and other members of their household.



Opportunities for Family Input:

Parents and Guardians, we need your continued input as we plan for summer school and next year: Please also look out for a follow up survey after spring break and opportunities to provide input into LCAP process (Local Control and Accountability Plan) after spring break. Taimani Lauti (Lodestar Campus - taimani.lauti@lighthousecharter.org) and Evelin Torres (Lighthouse Campus - evelin.torres@lighthousecharter.org) will be working with me to collect parent input for our fall reopening plans, summer programming, academic strategic priorities, and our allocation of state and federal dollars. These invitations will be sent out by Taimani and Evelin, and I look forward to your input as we work together toward our future success.

For High School parents - Progress Reports:

I want to apologize for the delay of our progress reports from this last grading cycle. We fully realize the importance of sharing with you where your children are performing as we close out the second semester. The technology team is working to resolve a course-related data issue impacting a small group of students as well as to refine the reporting tool so that we have timely progress reports. We are on pace to have updated report cards for both cycles 6.4 and 6.5 soon.

Additionally, we will be sending a follow up survey after spring break to get some input around summer school and fall reopening, as well as host town halls on our direction moving forward.

Thank you again for your feedback on the survey last month, and for sharing your thoughts and perspectives as we navigate through this pandemic.

Thank you for all you do! If you have any questions, please feel free to email me at rich.harrison@lighthousecharter.org

Rich Harrison

Queridas familias -

Esta semana marca el año en que nosotros, como comunidad, hemos estado en Educación a Distancia debido a la Pandemia de COVID. Quiero agradecer a todos nuestros estudiantes, familias y personal por su duro trabajo e impacto positivo, y reconocer el poderoso sentido de comunidad que hemos creado colectivamente este año.

Esta es una actualización detallada, así que aquí están los puntos importantes:

- Estamos comprometidos a servir a nuestros estudiantes y familias con un enfoque en los resultados académicos y la equidad educativa durante el aprendizaje a distancia; Casi el 80% de las familias están satisfechas con nuestro modelo actual durante la pandemia.

- Desde noviembre, hemos estado sirviendo a nuestros estudiantes más vulnerables con servicios en persona. Atendemos a ~ 40 estudiantes cada día en persona, y después de las vacaciones de primavera, aumentaremos esos grupos a ~ 80 estudiantes.
- Durante el resto de la primavera y el segundo semestre, hemos decidido continuar con nuestro modelo actual. También comenzaremos a planificar la ampliación del aprendizaje en persona para la escuela de verano y en el otoño con la participación de las familias y el personal.

Resultados de la encuesta:

Aquí está el enlace de los [resultados de la Encuesta familiar de LCPS que](#) brindamos hace unas semanas, y los datos recopilados de 536 familias que representan a 1069 estudiantes (73% de finalización) son evidencia de nuestro impacto compartido. **Gracias a las familias por tomarse el tiempo para completar la encuesta y por brindar comentarios significativos.**

Aquí hay algunos aspectos destacados:

- 69% comprende las expectativas del aprendizaje a distancia para sus hijos;
- 77% siente que sus hijos son apoyados / muy apoyados
- 83% satisfacción general de la familia con el trabajo asignado a sus hijos durante el aprendizaje a distancia

También pueden haber escuchado que OUSD llegó a un acuerdo tentativo para traer estudiantes y maestros de regreso a los campus a partir del 30 de marzo para su fase 1 (K-2 y estudiantes prioritarios) y 19 de abril para la fase 2 (K-5 y un grado secundario). Estamos vigilando de cerca estos desarrollos ya que queremos mantenernos alineados con OUSD como nuestros autorizadores.

También queremos agradecer las respuestas de nuestras familias a la pregunta sobre su interés en regresar a la escuela unos días a la semana esta primavera:

- 20% respondió "No"
- 28% respondió "No estoy seguro"
- 19% respondió "Sí"
- 12% respondió " Sí, si el personal está vacunado "
- 21% respondió " Sí, si las tasas de casos disminuyen "

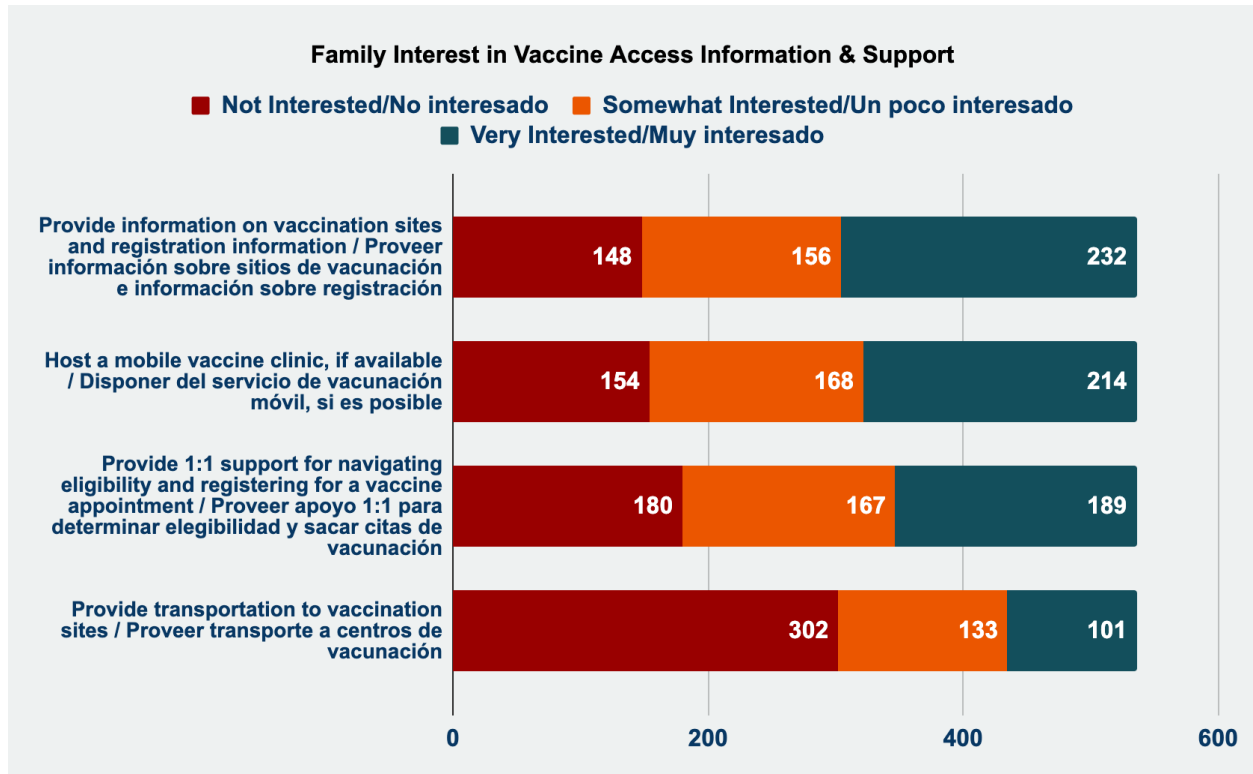
Debido a la variedad de respuestas familiares de esta encuesta, la gran satisfacción general y la coherencia de nuestro programa de aprendizaje a distancia para la mayoría de nuestros estudiantes y nuestro planes actuales para expandir las cohortes en persona lo más ampliamente posible para incluir a tantos estudiantes identificados por el personal y las familias como que más necesitan acceso o servicios en persona esta primavera, **nos mantendremos en nuestro modelo actual hasta el final del semestre y no planificaremos para una reapertura más amplia durante el período de calificaciones de las últimas seis semanas.**

Esto nos permitirá priorizar la salud, la seguridad y el aprendizaje de nuestros estudiantes, familias y personal a la vanguardia. Esto también nos permitirá terminar el año con una nota sólida mientras centramos la salud y la seguridad de nuestra comunidad, así como también completar nuestras evaluaciones obligatorias estatales necesarias (ELPAC y CAASSP) con una combinación de administraciones de pruebas en persona y virtuales.

Apoyo Para Familias Que Acceden Citas e Información Sobre Vacunas esta Primavera y Verano:

Si bien el cronograma para el acceso a las vacunas para los estudiantes menores de 16 años aún no está claro, queremos ayudar a todo el personal y las familias a acceder a las citas e información sobre vacunas antes de una reapertura más amplia. Nos complace anunciar que hemos contratado una nueva posición: una coordinadora de vacunas COVID (Mirna Hernandez en mirna.hernandez@lighthousecharter.org) que apoyará tanto al personal como a los miembros adultos de la familia para acceder a la vacuna esta primavera y verano. Esté atento a más información sobre cómo acceder a su apoyo. Ella se comunicará con las familias que indicaron en la encuesta que quieren ayuda para encontrar citas para ellos y otros miembros de su hogar.

Interés familiar en el acceso a las vacunas



Oportunidades para la participaci3n de las familias:

Padres y tutores, necesitamos sus aportes continuos mientras planeamos para el próximo año: Por favor, también busquen oportunidades para completar una encuesta después de las vacaciones de primavera y brindar aportes al proceso LCAP (Plan de Control y Responsabilidad Local) después de las vacaciones de primavera. Taimani Lauti (Lodestar Campus - taimani.lauti@lighthousecharter.org) y Evelin Torres (Lighthouse Campus - evelin.torres@lighthousecharter.org) trabajarán conmigo para recopilar comentarios de los padres para nuestros planes de reapertura de otoño, programación de verano, prioridades estratégicas académicas y nuestra asignación de dólares estatales y federales. Estas invitaciones serán enviadas por Taimani y Evelin, y espero sus comentarios mientras trabajamos juntos hacia nuestro éxito futuro.

Para los padres de la escuela secundaria - Informes de progreso:

Quiero disculparme por el retraso de nuestros informes de progreso de este último ciclo de calificaciones. Nos damos cuenta de la importancia de compartir con usted dónde se están desempeñando sus hijos al cerrar el segundo semestre. El equipo de tecnología está trabajando para resolver un problema de datos relacionado con el curso que afecta a un pequeño grupo de estudiantes, así como para refinar la herramienta de informes para que tengamos informes de progreso más actualizados. Estamos en camino de tener las boletas de calificaciones actualizadas para ambos ciclos 6.4 y 6.5 pronto.

Además, enviaremos una encuesta de seguimiento después de las vacaciones de primavera para obtener información sobre la escuela de verano y la reapertura de otoño, así como los ayuntamientos anfitriones en nuestra dirección para seguir adelante.

Gracias nuevamente por sus comentarios sobre la encuesta el mes pasado y por compartir sus pensamientos y perspectivas mientras navegamos a través de esta pandemia.

¡Gracias por todo lo que hacen! Si tiene alguna pregunta, no dude en enviarme un correo electrónico a rich.harrison@lighthousecharter.org

Rich Harrison

Coversheet

Results from our 2021 Spring Enrollment Lottery

Section:	III. Discussion and Approval Items
Item:	F. Results from our 2021 Spring Enrollment Lottery
Purpose:	Discuss
Submitted by:	
Related Material:	Lottery 21-22 update for April board meeting.pdf Lottery 21-22 for April board meetingn (Updated).pdf

Headlines:

- LCPS received a little over 900 applications for the 21-22 school year. A 20% increase (whereas most district and charters saw declining application numbers)
- Based on spaces available, we could only extend offers to 27% of applicants.
- Close to 15% of applicants identified as African American.
- 9% of offers were made to African American students.
- Close to 13% of offers extended to applicants identified as African American and another ethnicity.

Lighthouse application, offer/accepted data

Grade	Lighthouse-On-time applications*	Spaces offered during lottery**	Accepted offers to date (3/22)	% of new spaces filled (3/22)
K	123	54	39	72%
1	33	3	1	33%
2	24	6	3	50%
3	25	Waitlist	0	100%
4	31	Waitlist	0	n/a
5	32	1	1	n/a
6	112	22	12	55%
7	33	23	12	52%
8	20	12	4	33%
9	107	22	9	41%

10	12	10	1	10%
11	14	Waitlist	0	n/a
12	10	Waitlist	0	On/a
Totals	576	153	82	54%

Lodestar application, offer/accepted data

Grade	Lodestar-Ontime applications*	Spaces offered during lottery**	Accepted offers to date (3/22)	Spaces left to fill (3/22)
K	80	54	27	27
1	22	3	2	1
2	10	4	1	3
3	11	Waitlist	0	0
4	24	Waitlist	0	0
5	25	Waitlist	0	0
6	86	22	7	15
7	20	3	0	3
8	13	4	1	3
9	33	13	2	11
10	4	19	0	19
Totals	328	122	40	82

*On-time application dates: (11/16/20-2/5/21)

**These numbers are determined by gathering information through our intent to return process from our currently enrolled families plus confirming our target budget numbers for the upcoming school year.

Applications received for round 1 by ethnicity

<i>Lighthouse applications</i>			<i>Lodestar applications</i>		
Ethnicity	Count	%	Ethnicity	Count	%
American Indian or Alaska Native	3	1%	Black or African American	33	10%
Asian	10	2%	Hispanic or Latino	211	66%
Black or African American	70	12%	Multiracial**	26	8%
Filipino	3	1%	Native Hawaiian or other Pacific Islander	2	1%
Hispanic or Latino	419	72%	Other	7	2%
Multiracial*	35	6%	White	7	2%
Native Hawaiian or other Pacific Islander	1	0%	Declined to State	36	11%
Other and not specified	13	2%	Total	322	
White	7	1%	<i>** 15 applicants that are multiracial are part Black or African American</i>		
Declined to State	18	3%			
Total	579				

<i>*17 applicants that are multiracial are part Black or African American</i>	
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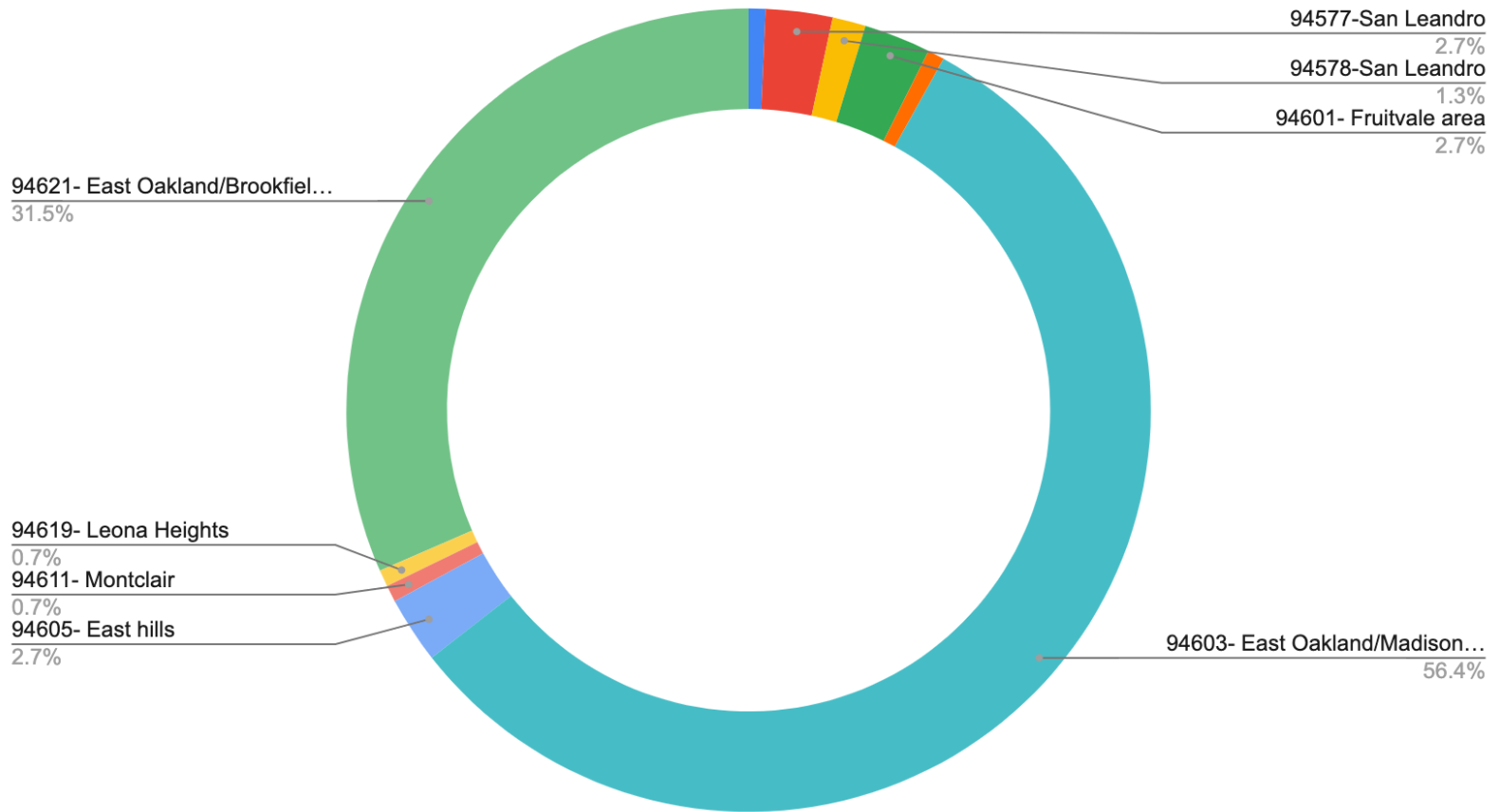
Offers to LCPS breakdown by Ethnicity during lottery

Lighthouse applications			Lodestar applications		LCPS Totals	
Ethnicity	Count	%	Count	%	Count	%
Asian	2	1%	2	2%	4	2%
Black or African American	13	8%	10	9%	23	9%
Hispanic or Latino	123	80%	79	74%	202	78%
Multiracial*	10	7%	6	6%	16	6%
Native Hawaiian or other Pacific Islander	0	0%	1	1%	1	0%
White	0	0%	3	3%	5	2%
Other and not specified	2	1%	3	3%	5	2%
Declined to State	3	2%	3	3%	6	2%
Total Offers	153		107		260	
<i>* 10 multiracial applicants who received an offer identified as part Black or African American. (6 at Lighthouse and 4 at Lodestar).</i>						

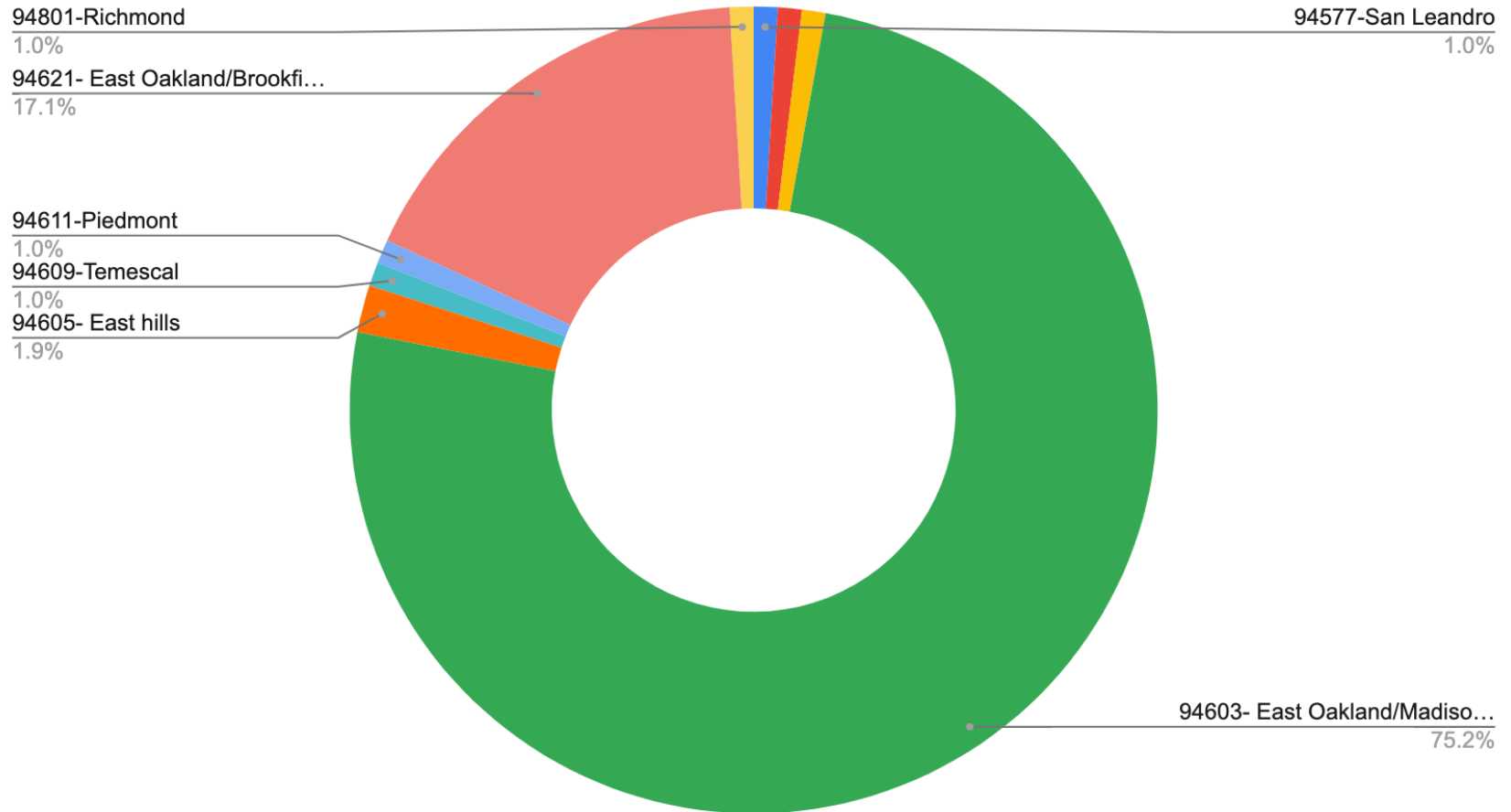
Zip Code of Offers during lottery

<i>Lighthouse applications</i>		<i>Lodestar applications</i>	
Zip codes	%	Zip codes	%
94544- Hayward	1%	94801-Richmond	1%
94577- San Leandro	3%	94577-San Leandro	1%
94578- San Leandro	1%	94601- Fruitvale area	1%
94601- Oakland/Fruitvale	3%	94602- Dimond District	1%
94602- Oakland/Dimond District	1%	94603- East Oakland/Madison area	75%
94603- Oakland/East Oakland/Madison	56%	94605- East hills	2%
94605- Oakland/East Hills	3%	94609-Temescal	1%
94611- Oakland/Montclair	1%	94611-Piedmont	1%
94619- Oakland/Leona Heights	1%	94621- East Oakland/Brookfield area	17%
94621- Oakland/ East Oakland/Brookfield	32%		

Lighthouse Zip code Offer Data



Lodestar Zip Code Offer Data



Where are offered applicants coming from?

Lighthouse data / Lodestar data

- | | | | |
|--|---|---|--|
| <ul style="list-style-type: none"> • Achieve Academy • ACORN Woodland Elementary • Allendale Elementary • Alternatives in Action • AMPS - Oakland Charter Academy • ASCEND - An Education for Change Public School • Aspire Berkley Maynard Academy • Aspire College Academy • Aspire ERES Academy- 11%, 2% • Aspire Golden State College Preparatory Academy • ASPIRE LIONEL WILSON COLLEGE PREPARATORY ACADEMY • Aspire Monarch Academy • Aspire Triumph Technology Academy • Aurum Preparatory Academy • Bay Area Technology School • BRET HARTE MIDDLE • Brookfield- 5%, 4% | <ul style="list-style-type: none"> • Castlemont High School • Coliseum College Prep Academy 6-8 • Community United Elementary School • Cox Academy • Cox at REACH Part Day PM • De colores • Dover academy international studies • East Oakland Pride Elementary • Elmhurst Community Prep • Elmhurst United • EnCompass Academy Elementary • Esperanza Elementary • Fred T. Korematsu Discovery Academy • Frick United • Futures Elementary | <ul style="list-style-type: none"> • Grass Valley Elementary • HILLSIDE ELEMENTARY • HILLVIEW MIDDLE • La Plazita • Laurel Elementary • Lazear Charter Academy - An Education for Change Public School • Learning Without Limits • Little hands working minds daycare • Lockwood at CUES Part Day AM • Lodestar-3% • Madison-2%, 2% • Manzanita Part Day PM • Markham Elementary • Montessori school at Washington avenue • New Highland Academy | <ul style="list-style-type: none"> • Not Applicable since entering Kinders- 31% • Oakland High • Oakland Unity High School • Oakland Unity Middle School • PATTERSON ELEMENTARY • Online school • ST ELIZABETH SCHOOL • Stonehurst • SUNRISE MOUNTAIN HIGH SCHOOL • United Nation Part Day AM • Urban Promise Academy |
|--|---|---|--|

Headlines:

- LCPS received a little over 900 applications for the 21-22 school year. A 20% increase (whereas most district and charters saw declining application numbers)
- Based on spaces available, we could only extend offers to 27% of applicants.
- Close to 15% of applicants identified as African American.
 - 15%- 94601
 - **35%-94603**
 - 11%-94605
 - **24%-94621**

 - 12%- Siblings Attending
 - 1%- Staff
 - 4%- Brookfield
 - 5%- Madison
 - 40%-Zip code (94621/94603)
 - <0%- Sibling Graduated
 - 0-Unsheltered
 - 31%-Oakland residents
 - 7%-No priority

- 9% of offers were made to African American students.
 - 65%-94603
 - 25%-94621
 - <2% of other zip codes

 - 29%- Siblings Attending
 - 2%- Staff
 - 11%- Brookfield
 - 10%- Madison
 - 46%-Zip code (94621/94603)
 - <0%- Sibling Graduated

- 0-Unsheltered
 - 2%-Oakland residents
 - <0%-No priority
- Close to 13% of offers extended to applicants identified as African American and another ethnicity.

Lighthouse application, offer/accepted data

Grade	Lighthouse-Ontime applications*	Spaces offered during lottery**	Accepted offers to date (4/12)	Spaces left to filled (4/12)
K	123	54	48	6
1	33	3	3	0
2	24	6	5	0
3	25	Waitlist	0	2
4	31	Waitlist	0	0
5	32	1	1	1
6	112	22	19	4
7	33	23	14	9
8	20	12	7	5
9	107	22	11	12
10	12	10	1	9
11	14	Waitlist	0	0

12	10	Waitlist	0	0
Totals	576	153	109	48

Lodestar application, offer/accepted data

Grade	Lodestar-On-time applications*	Spaces offered during lottery**	Accepted offers to date (4/12)	Spaces left to fill (4/12)
K	80	54	43	11
1	22	3	2	1
2	10	4	3	2
3	11	Waitlist	0	0
4	24	Waitlist	0	0
5	25	Waitlist	0	1
6	86	22	12	13
7	20	3	1	4
8	13	4	1	3
9	33	13	3	13
10	4	19	0	19
Totals	328	122	65	67

*On-time application dates: (11/16/20-2/5/21)

**These numbers are determined by gathering information through our intent to return process from our currently enrolled families plus confirming our target budget numbers for the upcoming school year.

Applications and admitted for round 1/lottery by priorities

Lighthouse priorities	% of apps	% admitted	Lodestar priorities	% of apps	% admitted
Sibling attending	14%	32%	Sibling attending	12%	24%
Staff children	1%	3%	Staff children	<0%	1%
Siblings graduated	<0%	1%	Unsheltered	0	0
Unsheltered	0%	0	Madison priority	11%	25%
Brookfield priority	5%	15%	Zip Code priority	40%	48%
Zip Code priority	41%	44%	Oakland resident	30%	1%
Oakland resident	32%	5%	No priority	7%	<0%
No priority	7%	0			

Applications received for round 1 by ethnicity

<i>Lighthouse applications</i>			<i>Lodestar applications</i>		
Ethnicity	Count	%	Ethnicity	Count	%
American Indian or Alaska Native	3	1%	Black or African American	33	10%
Asian	10	2%	Hispanic or Latino	211	66%
Black or African American	70	12%	Multiracial**	26	8%
Filipino	3	1%	Native Hawaiian or other Pacific Islander	2	1%
Hispanic or Latino	419	72%	Other	7	2%
Multiracial*	35	6%	White	7	2%
Native Hawaiian or other Pacific Islander	1	0%	Declined to State	36	11%
Other and not specified	13	2%	Total	322	
White	7	1%	** 15 applicants that are multiracial are part Black or African American		
Declined to State	18	3%			

Total	579	
<i>*17 applicants that are multiracial are part Black or African American</i>		

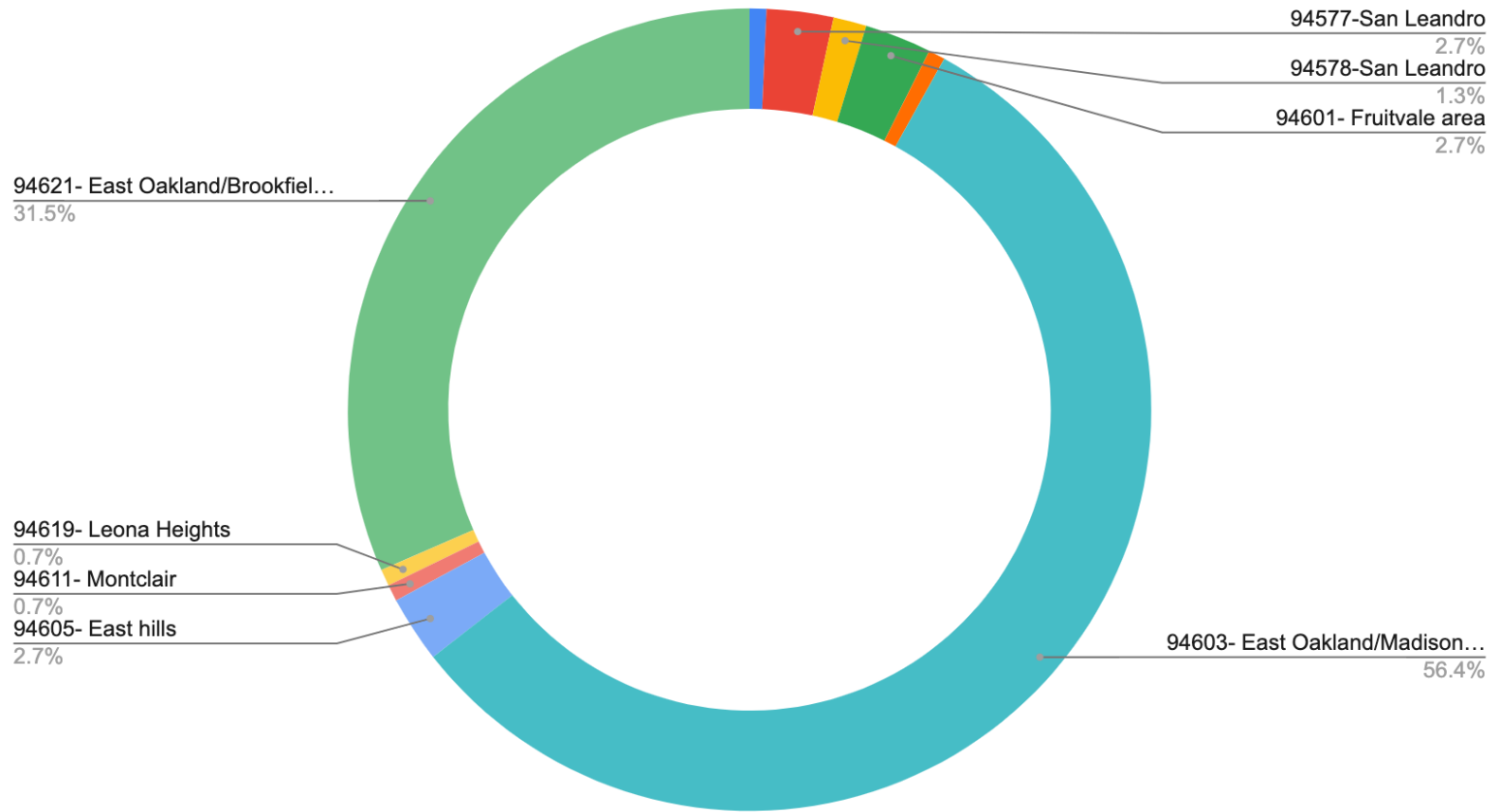
Offers to LCPS breakdown by Ethnicity during lottery

Lighthouse applications			Lodestar applications		LCPS Totals	
Ethnicity	Count	%	Count	%	Count	%
Asian	2	1%	2	2%	4	2%
Black or African American	13	8%	10	9%	23	9%
Hispanic or Latino	123	80%	79	74%	202	78%
Multiracial*	10	7%	6	6%	16	6%
Native Hawaiian or other Pacific Islander	0	0%	1	1%	1	0%
White	0	0%	3	3%	5	2%
Other and not specified	2	1%	3	3%	5	2%
Declined to State	3	2%	3	3%	6	2%
Total Offers	153		107		260	
<i>* 10 multiracial applicants who received an offer identified as part Black or African American. (6 at Lighthouse and 4 at Lodestar).</i>						

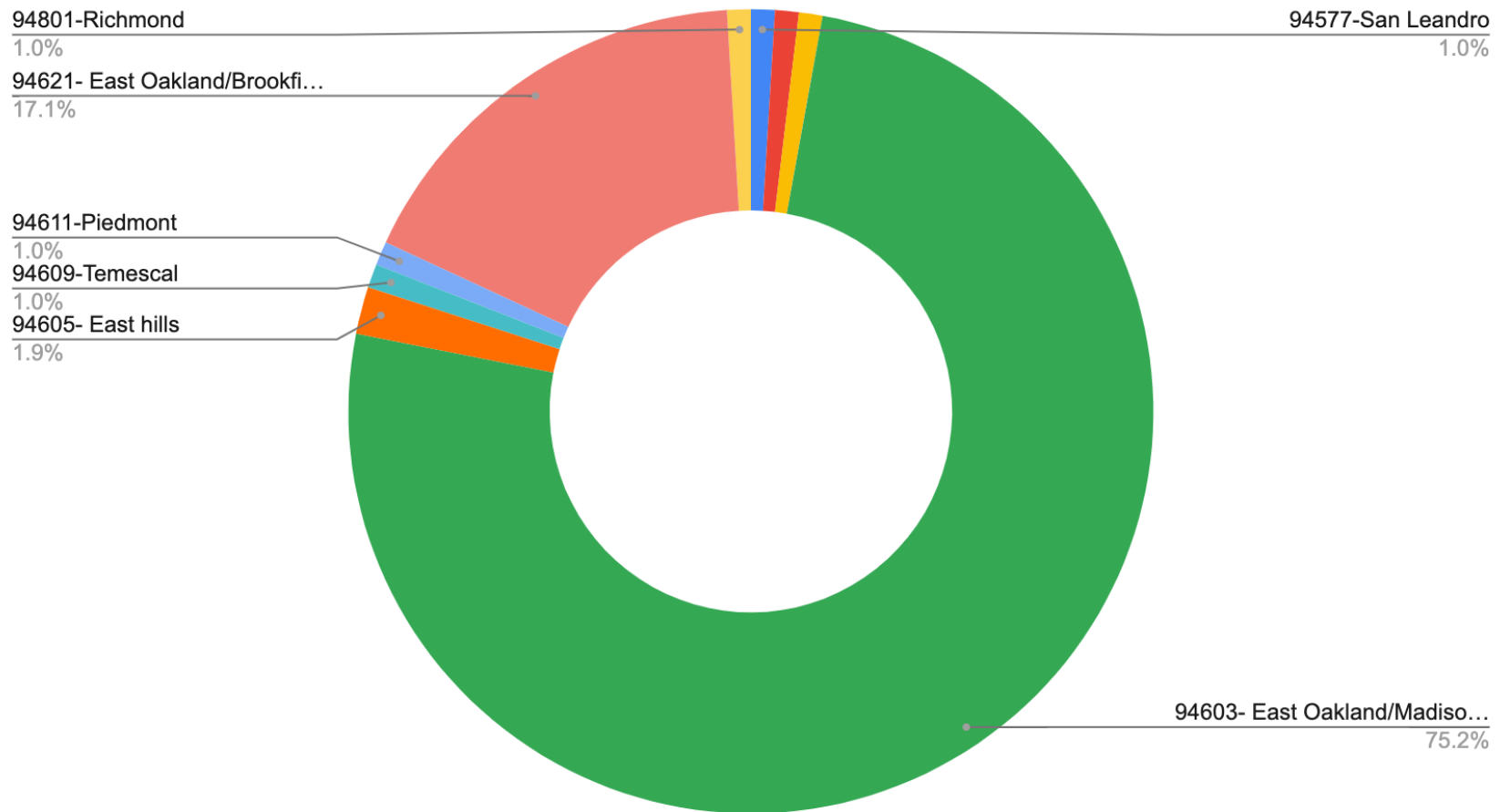
Zip Code of Offers during lottery

<i>Lighthouse applications</i>		<i>Lodestar applications</i>	
Zip codes	%	Zip codes	%
94544- Hayward	1%	94801-Richmond	1%
94577- San Leandro	3%	94577-San Leandro	1%
94578- San Leandro	1%	94601- Fruitvale area	1%
94601- Oakland/Fruitvale	3%	94602- Dimond District	1%
94602- Oakland/Dimond District	1%	94603- East Oakland/Madison area	75%
94603- Oakland/East Oakland/Madison	56%	94605- East hills	2%
94605- Oakland/East Hills	3%	94609-Temescal	1%
94611- Oakland/Montclair	1%	94611-Piedmont	1%
94619- Oakland/Leona Heights	1%	94621- East Oakland/Brookfield area	17%
94621- Oakland/ East Oakland/Brookfield	32%		

Lighthouse Zip code Offer Data



Lodestar Zip Code Offer Data



Where are offered applicants coming from?

Lighthouse data / Lodestar data

- | | | | |
|--|---|---|---|
| <ul style="list-style-type: none"> • Achieve Academy • ACORN Woodland Elementary • Allendale Elementary • Alternatives in Action • AMPS - Oakland Charter Academy • ASCEND - An Education for Change Public School • Aspire Berkley Maynard Academy • Aspire College Academy • Aspire ERES Academy- 11%, 2% • Aspire Golden State College Preparatory Academy • ASPIRE LIONEL WILSON COLLEGE PREPARATORY ACADEMY • Aspire Monarch Academy • Aspire Triumph Technology Academy • Aurum Preparatory Academy • Bay Area Technology School • BRET HARTE MIDDLE • Brookfield- 5%, 4% | <ul style="list-style-type: none"> • Castlemont High School • Coliseum College Prep Academy 6-8 • Community United Elementary School • Cox Academy • Cox at REACH Part Day PM • De colores • Dover academy international studies • East Oakland Pride Elementary • Elmhurst Community Prep • Elmhurst United • EnCompass Academy Elementary • Esperanza Elementary • Fred T. Korematsu Discovery Academy • Frick United • Futures Elementary | <ul style="list-style-type: none"> • Grass Valley Elementary • HILLSIDE ELEMENTARY • HILLVIEW MIDDLE • La Plazita • Laurel Elementary • Lazear Charter Academy - An Education for Change Public School • Learning Without Limits • Little hands working minds daycare • Lockwood at CUES Part Day AM • Lodestar-3% • Madison-2%, 2% • Manzanita Part Day PM • Markham Elementary • Montessori school at Washington avenue • New Highland Academy | <ul style="list-style-type: none"> • Not Applicable since entering Kinders- 31% • Oakland High • Oakland Unity High School • Oakland Unity Middle School • PATTERSON ELEMENTARY • Online school • ST ELIZABETH SCHOOL • Stonehurst • SUNRISE MOUNTAIN HIGH SCHOOL • United Nation Part Day AM • Urban Promise Academy |
|--|---|---|---|

Coversheet

Oakland Charter Advocacy Update

Section: III. Discussion and Approval Items
Item: G. Oakland Charter Advocacy Update
Purpose: Discuss
Submitted by:
Related Material: LCPS BOD Advocacy Update_April 14, 2021.pdf

Oakland Charter 100% Voting Campaign 2022

Oakland Charter Leader Kick Off March 2021



Voter Suppression in the US is Surging

Georgia NAACP and voting rights groups challenge sweeping Georgia voting law

Restrictions on Texas voting could tighten under Republican bill advanced by Senate committee



Tweets Tweets & replies Media Likes

Pinned Tweet



Stacey Abrams @staceyabrams · 3d

From passage of the [#SB202](#) voter suppression bill targeted at Black and brown voters to the arrest of a Black legislator who was advocating for the voting rights of her constituents, today was a reminder of Georgia's dark past. We must fight for the future of our democracy [#gapol](#)



1,987 28.8K 77.4K

Youth & Parent voting can change the game!

Website:

<https://www.whenwealvote.org/>

Sign Up:

<https://secure.everyaction.com/VFZF7A0svESfEoN5wCNINQ2>



16,881

***WHAT IF* 100% of the families of Oakland's 17,000 students spoke with 1 united voice?**

***WHAT IF* 100% of the families of Oakland's 17,000 charter students used their voting power in the June and November 2022 elections?**

LCPS Customized Voter Registration Website with When We All Vote Partnership

<https://www.whenweallvote.org/>



WHEN WE ALL VOTE

[Join Us](#)

[Take Action](#)

[Voting Resources](#)

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ASPIRE
PUBLIC
SCHOOLS

Register to Vote/ Inscríbese para votar

Voting matters! When we vote, it allows us to unite and reclaim our power: we can speak for those who have been silenced, made to feel invisible and targeted by systemic oppression. Every time we vote, we exercise our right to have voice and choice on critical issues that impact our children, our communities and the country. It's important to vote in every election and we commend you for taking this first step!

¡La votación es importante! Cuando votamos, nos permite unirnos y reclamar nuestro poder: podemos hablar por aquellos que han sido silenciados, hechos a sentirse invisibles y atacados por la opresión sistémica. Cada vez que votamos, ejercemos nuestro derecho a tener voz y elección sobre temas críticos que afectan a nuestros niños, nuestras comunidades y el país. ¡Es importante votar en todas las elecciones y lo felicitamos por dar este primer paso!

Select Language 

 Email Address*

 ZIP Code*

[Next Step](#)

Oakland Measure QQ Gives Youth the Right to Vote for School Board

- Supported by OEA, Justice 4 Oakland Schools and Kids First coalition to influence youth and their families
- In 2020 Measure QQ passed and in 2022, 16 and 17 year olds will have the right to vote for school board
- OUSD D2 (Crocker to San Antonio), D4 (Laurel, Oakland Hills), D6 Deep East Millsmont, Coliseum) will be up for election
- **QQ is a huge risk AND opportunity for charter high school communities**





We Must Expand our Voter Universe for 2022



LODESTAR

A Lighthouse Community Public School



LIGHTHOUSE

19% or 263 LCPS parents voted in the 2020 elections

LCPS registered 55 new parents registered to vote in fall 2020

We Must Ignite K-12 Civics Education in our Schools

We must reimagine instruction to include civics like classroom projects, lessons, research and mock elections.

Check out [Ria Fay-Berquist's humanities project at Latitude High School](#)

[My School Votes Tool Kit & Action Plan_High School](#)

[My School Votes Tool Kit & Action Plan_K-8](#)

Democracy Beyond the Vote at Latitude High

“How do you exercise power, and choice, and participate?”



Families in Action Following

Nov 2, 2020 · 5 min read



Becky



Ria Fay-Berquist

How can FIA partner in this effort?

- FIA
 - **Parent and Youth Leadership Institute & Political Training + Stipend** for leaders
 - **Co-host Voter Education Town Halls** for families
 - Support to **build parent leadership teams** in schools
 - Operations support with **data and voting registration efforts**
 - **Host online podcasts** featuring parent and youth voices
 - **Comms:** social media, blogs



Engaging Influentials: OUSD BOE + FIA Leaders

Adversary



Ally



Shanthi Gonzales, D6



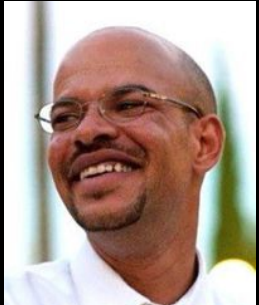
Sam Davis, D1



Aimee Eng, D2



Dr. Clif Thompson



Mike Hutchinson, D5



VanCedric Williams, D3



Gary Yee, D4

Coversheet

HR and Talent Update

Section: III. Discussion and Approval Items
Item: H. HR and Talent Update
Purpose: Discuss
Submitted by:
Related Material: LCPS April Board Update-Talent Slides.pdf

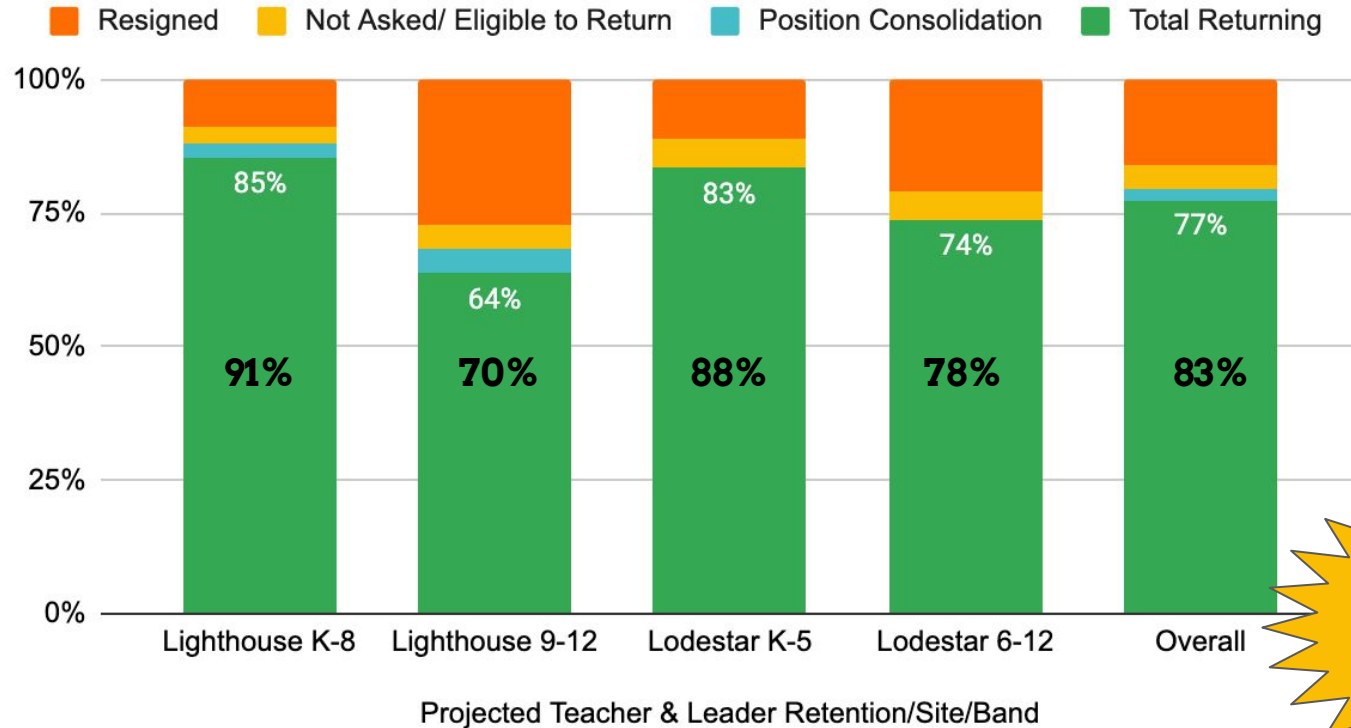
LCPS Board: Talent Update



LCPS Projected Site-Based Retention as of April 2021



LCPS Projected Site-Based Teacher & Leader Retention 2021



100% of Site-based Leaders returning!



LCPS 21-22 Hiring Season Current Progress



50% of site-based vacancies/new hires filled by March 30, 2021-Nearly Met

Site/Band	Remaining Vacant Teacher Positions	Remaining Vacant Leader Positions	21-22 Vacant Positions Filled	% Total Positions Filled (Retention + Hiring)	% Vacant Positions Filled (Hiring)
Lighthouse K-8	4	1	6	88%	55%
Lighthouse 9-12	6	0	5	80%	45%
Lodestar K-5	3	0	5	88%	50%
Lodestar 6-12	10	1	8	67%	40%
Overall Site	23	2	24	83%	44%
Central Office	N/A	2+ (4 more min)	0	TBD	0%



Update on Edgility Talent Study



Scope of Work Outline & Progress Thus Far

The Edgility team has partnered with the LCPS Talent Team & CEO to complete the following activities:

- Conduct a needs assessment (surveys, focus groups) with staff to surface talent management strengths and challenges and current perspectives on your talent systems;--**Still completing**
- Review all talent systems, tools and processes and provide an analysis of their strengths/weaknesses and recommendations for improvement;--**Nearly complete**
- Analyze your educator recruitment practices, particularly, along with a landscape analysis of best practices for attracting and hiring quality educators in the Bay Area (esp East Bay) market;--**Still completing**
- Align recommendations to CEO and organization-wide priorities for improvement, particularly focusing on actions that will most impact growth in student achievement and academic success. --**Provide by May to CEO/DoT/Talent Team and by June Board meeting to the Board**

Next Step: Meeting with CEO, DoT, & Ben to receive status update & review preliminary findings by 4/30



Coversheet

DRAFT Policy - COVID Vaccination

Section: III. Discussion and Approval Items
Item: I. DRAFT Policy - COVID Vaccination
Purpose: Discuss
Submitted by:
Related Material: Draft Employee Vaccination Policy 030321.docx.pdf

LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS COVID-19 EMPLOYEE VACCINATION POLICY

Purpose

Consistent with Lighthouse Community Public School's ("LCPS" or the "School") legal duty to maintain a safe and healthy workplace and to limit the spread of COVID-19, the School shall enforce this COVID-19 Employee Vaccination Policy ("Policy"). The purpose of this Policy is to protect the health, safety, and well-being of all School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. At the time of adoption of this Policy, the COVID-19 vaccination is not available for most students (based upon student age), but may be amended once vaccination for students is more widely available. This Policy shall be implemented in a manner that is consistent with current federal, state, and local law, as well as applicable public health guidance, including that from the Centers for Disease Control and Prevention ("CDC") and the California Department of Public Health ("CDPH").

Scope

This Policy applies to all School employees who enter campus for any period, or have contact with any employees, students, or other School stakeholders, however brief. This Policy applies to COVID-19 vaccines that are currently available to School employees under Food and Drug Administration ("FDA") Emergency Use Authorization ("EUA"), as well as those that may later become available under FDA Emergency Use Authorization. Should any COVID-19 vaccine receive FDA non-emergency use authorization, this Policy will apply to such vaccines as well. Additionally, should any COVID-19 vaccine require two (2) doses for complete inoculation, compliance with this Policy requires both doses.

Policy

It is the policy of the School to mandate that all employees receive the COVID-19 vaccine, once available. The School recognizes the possible operational realities of COVID-19 vaccine distribution issues, and that COVID-19 vaccines may not be available for all employees or for all School locations at the same time. However, once any vaccine opportunities become available, all School employees must inoculate for COVID-19. The School will provide employees with information regarding the operational logistics of such vaccination opportunities (e.g., opportunities to schedule vaccinations during the workday, reimbursement for mileage, etc.). As COVID-19 vaccines become more widely available, the School reserves the right to revise this Policy and mandate all employees vaccinate by a date certain.

Employees who refuse to comply with this Policy and who are not otherwise eligible for an accommodation consistent with applicable legal requirements as further detailed below will be placed on unpaid/inactive status until they comply. Employees who refuse to vaccinate for COVID-19 and who are not otherwise entitled to an accommodation will be excluded from campus/the workplace pending compliance with this Policy. Continued absences from work as a result of noncompliance with this Policy may be deemed unexcused, and result in disciplinary action, up to and including termination from employment.

Consistent with applicable law, the School will pay all nonexempt employees for time spent receiving the COVID-19 vaccine, assuming the vaccine cannot be obtained during working hours. The School will also reimburse all employees for the cost of the vaccine (if any), as well as reasonable and necessary mileage (if applicable). All reimbursements require appropriate supporting documentation.

Proof of Vaccination

Once School employees receive the COVID-19 vaccine, either when directed to do so or when available, they must provide the School with written proof of COVID-19 vaccination. Written proof of COVID-19 vaccination currently means a vaccination card disbursed to COVID-19 recipients, post inoculation. Failure to provide the School with written proof of COVID-19 vaccination upon request by the School constitutes noncompliance with this Policy. The School further reserves the right to request proof of both the first and second vaccination doses for COVID-19, if applicable.

When providing proof of vaccination, employees must not provide any medical or genetic information to the School. It is an employee's responsibility to ensure their proof of vaccination is free from medical and genetic information.

The School shall strictly maintain confidentiality of all employee COVID-19 vaccination data and related medical information, other than reporting the results to federal, state, and local health departments or agencies, only where required by law. The School will store all medical information about any employee separately from the employee's personnel file in order to limit access to this confidential information. The School will have a separate confidential medical file for each employee where the School stores employee medical information. Medical information includes COVID-19 vaccination data.

Continued Health and Safety Protocol

Consistent with the School's health and safety protocol, including its COVID-19 Health and Safety Policy and COVID-19 Prevention Plan ("CPP"), and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes but is not limited to continued use of facial coverings and social distancing practices.

Requests for Accommodations

Employees who are unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law may be entitled to an accommodation from the School's COVID-19 vaccination requirement. Once the School is on notice that an employee may be unable to comply with the Policy due to a qualifying disability or sincerely held religious belief, practice, or observance, the School will engage in an interactive process with the employee, and work to identify any possible accommodations. As part of the interactive process, the School reserves the right to request supporting documentation or a medical certification which documents the basis for the requested accommodation. The School may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at the School or to the employee, or if the accommodation will cause an undue hardship for the School. Employees who believe they

may be entitled to a legally valid accommodation consistent with this Policy should contact the Director of Talent and HR, Anna Martin, as outlined below to address this matter further.

Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine, refusing to receive to the COVID-19 vaccine, or for requesting a lawfully-recognized accommodation from the COVID-19 vaccination Policy.

Disclaimer

As public health and legal guidance regarding COVID-19 vaccinations evolves, the School reserves the right to revise this Policy. Upon any revision to this Policy, the School will provide immediate notice in writing to all employees.

Should you have any questions regarding this Policy, you may contact **Director of Talent and HR, Anna Martin** at anna.martin@lighthousecharter.org.

Confirmation of Receipt

By signing below, I acknowledge that I have received, read, and understand the School's COVID-19 Employee Vaccination Policy.

I also understand that if I have any questions regarding this Policy, I shall contact the School as outlined above.

Print Name

Date

Signature

Coversheet

Policy - LCPS Health and Safety for COVID 19

Section: III. Discussion and Approval Items
Item: J. Policy - LCPS Health and Safety for COVID 19
Purpose: Vote
Submitted by:
Related Material:
DRAFT LCPS Health and Safety Policy for COVID-19 031921.docx.pdf

Board Adopted/Ratified: July 29, 2020
 Revision Date: 9 October 22, 2020



LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Lighthouse Charter Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when the Charter School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control, the California Department of Education, the California Department of Public Health, and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health order.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Chief Executive Officer or designee shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from the California Department of Public Health (“CDPH”) and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

- **Shared Services Office and Oversight of campus operations and implementation and District COVID Liaisons to Alameda County Public Health Department (“ACPHD”):**
 - Anna Martin, Director of Talent & HR, (510) 919-8588
 - Arlene Aldrette, Director of Operations, (510) 562-8801
- **Lighthouse Campus:** Franklin Zuniga, Operations Associate, (510) 562-8801
- **Lodestar Campus:** Eleazar Madrid, Operations Associate, (510) 563-9510

The Charter School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who cohabit or regularly interact with high-risk individuals, or individuals, or

Board Adopted/Ratified: July 29, 2020
Revision Date: October 22, 2020



are otherwise identified as "at-risk" by the parents or guardians are students whose circumstances otherwise merit distance learning.

1. Limited campus access:

- The Charter School will allow only necessary visitors and volunteers on the Charter School campus and limit the number of students and staff with whom they come into contact.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms shall be provided with distance learning opportunities to support their academic success to the greatest extent possible during exclusion. The school should document the reason for exclusion and maintain it as a student record subject to FERPA.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify their teacher or the principal, respectively, and the Charter School will work with them to ensure that CDC-recommended precautions are followed, including isolation or quarantine at home, as required.
- If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.
- The Charter School will minimize close contact between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
 - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
 - Instruct drivers to remain in their vehicles, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
 - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
 - Provide supervision to disperse student gatherings during school arrival and departure.
 - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. The Charter School will prioritize minimizing contact between adults at all times.
 - Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
 - Designate routes for entry and exit, using as many entrances as feasible.

Board Adopted/Ratified: July 29, 2020
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- o Implement health screenings of students and staff upon arrival at school (see Section 2).

2. Wellness Checks and Temperature Screenings:

- **COVID-19 Symptoms.** Currently, the CDC has identified the following as potential symptoms of COVID-19:
 - o Fever or chills
 - o Cough
 - o Shortness of breath or difficulty breathing
 - o Fatigue
 - o Muscle or body aches
 - o Headache
 - o New loss of taste or smell
 - o Sore throat
 - o Congestion or runny nose
 - o Nausea or vomiting
 - o Diarrhea
- In-person wellness checks administered under this Policy shall:
 - o Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours or potentially been exposed to COVID-19, by soliciting the following information:
 - Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
 - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test or medical diagnosis confirming they have the virus?

Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for

Board Adopted/Ratified: July 29, 2020
Revision Date: October 22, 2020



asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated. Shorter intense exposures may also qualify, e.g. if a person infected with COVID-19 coughs directly onto another person.¹

- Have you traveled outside of the country in the past 14 days?
 - Be conducted safely and respectfully, and in a manner that maintains physical distancing within lines, by providing multiple screening entries into the campus if possible.
- In-person wellness checks do not need to be performed by a nurse or other health professional.
- **Home Screening (Students).** Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should:
 - 1) Confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms,
 - Any student who has a fever or other COVID-19 symptoms must stay home from school in isolation for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.
 - 2) Answer whether in then past ten (10) days, the student was sent home sick or absent due to illness,
 - 3) Answer whether in the past ten (10) days, the student was diagnosed with COVID-19 or had a test confirming the student had COVID-19,
 - 4) Answer whether within the last 14 days, the student had close contact with anyone in the household who was diagnosed with COVID-19 or had a test confirming they have COVID-19, and
 - 5) Answer whether within the last 14 days, the student had close contact with someone outside the household who was diagnosed with COVID-19 or who had a test confirming they have COVID-19.
- **Home Screening (Staff).** All employees who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work. Active symptom screening shall be conducted at the worksite if required by local order.
 - Any employee who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to remain home, notify his or her

¹ The CDC has also provided numerous factors in determining whether "close contacts" exposures occurred, including: "Proximity (closer distance likely increases exposure risk), the duration of exposure (longer exposure time likely increases exposure risk), whether the infected individual has symptoms (the period around onset of symptoms is associated with the highest levels of viral shedding), if the infected person was likely to generate respiratory aerosols (e.g., was coughing, singing, shouting), and other environmental factors (crowding, adequacy of ventilation, whether exposure was indoors or outdoors). Because the general public has not received training on proper selection and use of respiratory PPE, such as an N95, the determination of close contact should generally be made irrespective of whether the contact was wearing respiratory PPE. At this time, differential determination of close contact for those using fabric face coverings is not recommended."

Board Adopted/Ratified: July 29, 2020
 Revision Date: October 22, 2020



- supervisor and await instructions.
- o If symptoms are secondary to an underlying condition as certified by a medical professional (i.e., allergies or asthma) and have not worsened, then the employee can report to work and follow hygiene practices.
 - o Upon arriving at the worksite all employees are required to complete the electronic sign in attesting that they have completed home screening and are symptoms free and have not come in contact with or been exposed to anyone with COVID-19 symptoms or positive case.
 - o Staff may be required to undergo a campus screening upon arrival as well.
 - **Campus Screening (Students).** Staff shall actively monitor students for COVID-19 symptoms when the student enters the school site and throughout the school day, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
 - o Complete an in-person wellness check for signs and symptoms of COVID-19.
 - To the extent possible, this check will be performed at the designated entrances or while the child remains in a vehicle, before actually entering the school site, so that if excluded due to the screening, they will not need to isolate on campus and can go home without further entering the campus.
 - If student answers "no" to all questions and appears well, student will be allowed to proceed onto campus. The student's temperature may be taken prior to entrance, preferably using a touchless infrared thermometer.
 - o If the student answers "yes" to any question or upon visual check, or the student is exhibiting signs and symptoms of illness, the student's temperature should be taken, preferably using a touchless infrared thermometer.
 - If the student's temperature is 100.4 or above or they have verbally confirmed symptoms, they may not enter the school, or, if already on campus, have them don a surgical facemask and be escorted to the isolation area; have office staff contact the parent to pick up the student.
 - **Campus Screening (Visitors).** Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
 - o The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:
 - If the visitor answers "no" to all questions, he or she may enter the school.
 - If the visitor answers "yes" to any of the questions, he or she may not enter the school.

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- Visitors will be required to undergo temperature screening as well, as part of the wellness check.
 -
- To prevent stigma and discrimination in the school setting, student and employee health screenings should be kept as private as possible to maintain the confidentiality of student and employee medical and student records. Race, nationality, country of origin and other protected characteristics should never be used as a basis for particularized health screening.
- Consult the local county health order to determine whether temperature checks are required.
- To the extent feasible and when required, a no-touch thermometer should be used for temperature checks if possible.
 - If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.
 - Thermometers must be properly cleaned and disinfected after each use.
- The Charter School will not penalize students and families for missing in-person instruction due to COVID-19.

3. COVID-19 testing and reporting:

- Consistent with updated CDPH Guidance, the Charter School will implement surveillance testing based on local disease trends periodically, as testing capacity permits and as practicable, and if directed by the local public health order. **at least or the School's zipcode data shows a or greater than 13.5% test positivity rate over the past 28 days** **molecular based** a molecular-based SARS-COV2 test in accordance with its COVID-19 Asymptomatic Testing Policy.
- Consistent with guidance from the ACPHD the Charter School will require all staff and students returning to school in-person to complete an asymptomatic, non-invasive COVID-19 test intended to detect the presence of COVID-19 infection regardless of whether the person shows any symptoms in the week prior to their return to campus with students present and then according to the schedule and parameters laid out above thereafter if they remain working onsite in any capacity even on a limited basis. Staff or students who refuse to consent to asymptomatic testing will be excluded from the school site while the county and state public health orders regarding the COVID-19 pandemic remain in place.
- Provided that doing so is supported by a local public health order, the Charter School expects students and staff to get tested as soon as possible after developing one or more COVID-19 symptoms or if one or more household members or close contacts tested positive for COVID-19.
- In the event of a positive test result:

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- The Charter School requires that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
- Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 4 below.
- Follow the process set forth in Section 4 upon receipt of test results.

4. Response to suspected or confirmed cases and close contacts:

- If the event of a suspected COVID-19 case(s):
 - The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
 - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
 - In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH Framework for Reopening K-12 Schools, including implementation of the following practices: Notify the county public health department immediately by calling or securely emailing Lisa Erickson, Schools Liaison at ACPHD, lisa.erickson@acgov.org; (510) 775-4485 and ACOE Chief of Staff Dan Bellino, dbellino@acoe.org, (510) 670-4200.
 - Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
 - As required by law, the Charter School will provide pertinent notifications of potential exposure to employees, exclusive representatives, and other required parties, pursuant to AB 685 as well as temporary Cal/OSHA regulations.
 - Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures in Section 6 and 7.
 - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
 - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines ("Responding to COVID-19 in the Workplace"). Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.

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- Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
- Maintain regular communications with the local public health department.
- All members of an effected cohort must quarantine for 14 days from the last exposure to the infectious person.
- The Charter School will utilize class seating rosters and consultation with teachers/staff to identify close contacts to the confirmed COVID-19 case in all classrooms and on-campus activities.
 - A "close contact"² is someone who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated.
 - Close contacts should be instructed to get COVID-19 testing and should remain quarantined at home for 14 days.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email or phone.
- In consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.
- Close contacts to confirmed COVID-19 case(s):
 - exposure to Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
 - No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.

²A close contact also includes a situation in which a person provided care at home to someone who is sick with COVID-19.

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- o Those who test positive should not return until they have met county health department criteria to discontinue home isolation.
- Returning to school after home isolation:
 - o Symptomatic individuals who test negative for COVID-19 can return after symptom improvement, at least 24 hours with no fever (if any) without fever-reducing medication, and clearance by a medical professional that they can return to work or school.
 - The documentation from a medical professional must indicate:
 - 1) The individual's symptoms are not due to COVID-19, and
 - 2) The COVID-19 test was negative
 - If it is not possible to obtain a note from a medical professional, the individual must obtain a COVID-19 test result, which indicates a molecular test or a PCR was performed.
 - o Symptomatic individuals who do not test for COVID-19 may return after symptom improvement, at least 24 hours with no fever (if any) without fever-reducing medication, and a note from a medical professional stating an alternative diagnosis has been made as well as that the individuals symptoms are not due to COVID-19.
 - o Symptomatic individuals who test positive for COVID-19 can return 10 days after symptom onset or test date if their symptoms have improved and they have been fever free for at least 24 hours. Until symptom improvement occurs, the individual must remain in isolation.
 - o Close contacts to confirmed COVID-19 cases at school:
 - Asymptomatic individuals must quarantine for 14 days after the last exposure to the infectious person, even if they test negative for COVID-19. Asymptomatic individuals who later develop symptoms should seek testing and follow all time/symptom protocol before returning to the Charter School campus.
 - Symptomatic individuals should quarantine for a full 14 days, and not return until all time and symptom resolution criteria have been reached, pursuant to public health guidance.
- Potential School Closure
 - o Once the Charter School has reopened for in-person instruction, the School may consider closure of the School, classrooms, or cohorts, upon the following metrics, in accordance with CDPH and ACPHD guidance:
 - 1) If 5% of students and teachers in a classroom test positive for COVID-19, the classroom will close, and all effected students and staff should quarantine for 14 days;
 - 2) If 5% of students and staff at the Charter School test positive, the Charter School will close, and everyone should quarantine for 14 days;
 - 3) If 25% of Schools within the relevant district have a 5% COVID-19 positivity rate, the entire district will close for in-person instruction.

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5. **Sanitizing/hygiene materials and practices:**

- LCPS will develop routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Sanitation routines will enable students and staff to regularly wash their hands at staggered intervals.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trash cans, face coverings, water, and paper towels for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- If soap and water are not readily available, LCPS shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers.) Ethyl alcohol is preferred over isopropyl alcohol, which is more toxic when used frequently. Hand sanitizer with methanol (wood alcohol) which is hazardous is prohibited in accordance with CDC guidance.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

6. **Routine cleaning and disinfecting:** The Charter School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

- Custodial staff will perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.
- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The Charter School will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.

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- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, bathroom surfaces and door handles, will be routinely disinfected.
- Students and employees are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, including playground equipment, when possible. When shared use is allowed, the items and equipment will be cleaned and disinfected between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions.
 - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
 - The Charter School will avoid products that contain peroxyacetic (paracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
 - Staff shall follow label directions for appropriate dilution rates and contact times.
 - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.
- To the extent feasible, site resources that necessitate sharing or touching items (e.g., drinking fountains) will not be used and replacement items (e.g., reusable water bottles) will be used to the extent practicable.
- Each student's belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

7. Facility measures: The Charter School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Pursuant to ACPHD guidance, and to the extent feasible, the School will comply with COVID-19 recommendations for all ventilation systems issued by the

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American Society of Heating, Refrigeration, and Air-Conditioning Engineers ("ASHRAE").

- To the extent feasible, the School will keep HVAC and ventilation systems running during occupancy periods, and for at least two hours before and after building occupancy. If feasible, the School will additionally run HVAC systems 24 hours a day, 7 days per week to ensure maximum ventilation and filtration.
- As necessary and to the extent feasible, the School will consider implementing supplemental ventilation equipment to maximize ventilation, including exhaust fans and portable air cleaners with HEPA filters.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
- In areas where outdoor ventilation cannot be increased, the School will make efforts to decrease occupancy in those areas.
- The Charter School will implement increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- In isolation spaces such as the Charter School nurse's office, the School will make efforts as feasible to provide a dedicated HVAC unit that is capable of 100% outside air and ventilation rate of at least 12 ACH.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- As possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.
- Consider installing additional temporary hand washing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

8.

9. Physical distancing (staff): The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:

- The Charter School will consider arranging work schedules and providing telework options to limit the total number of staff on campus each day.
- The Charter School will arrange desks and workspaces to create a minimum of six (6) feet between individuals.
- Staff are advised to maintain six feet distance with all other adults on campus at all times unless absolutely necessary for the performance of an essential task; if physical distancing cannot be maintained, additional PPE may be required.

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- Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces.
- Physical distancing and the wearing of face coverings between employees must be maintained during breaks and the sharing of food, either as a buffet, or eating together at less than six feet distant, is prohibited.
- Where possible, trainings and other meetings will be conducted virtually or in a manner that accommodates physical distancing.
- Pursuant to ACPHD guidance, teachers may teach different cohorts of children, so long as all physical distancing and other safety protocol is achieved.

10. Physical distancing (students): The Charter School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:

- The Charter School will consider different options for instructional scheduling models, including using a blended learning model to limit the total number of students on campus each day.
- The Charter School will establish a maximum occupancy of each classroom. Desks will be arranged to minimize face-to-face contact and maintain a minimum of six (6) feet between students.
- To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch.
 - Ensure students and staff remain in stable classroom cohorts by keeping the same students and teacher or staff together for the entire school day. Students should not mix with other stable classroom cohorts.
 - Pursuant to ACPHD guidance, the Charter School will keep cohorts stable for at least four (4) weeks, if possible. If four (4) weeks is not practicable, three (3) weeks is acceptable.
 - If a new student enrolls, the Charter School will place the student in an already established cohort upon enrollment.
 - Prioritize the use and maximization of outdoor space for activities where practicable.
 - Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day.
 - In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
 - Maximize space between seating and desks. Distance teacher desks at least six feet away from students. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom

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- floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
- o Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
 - The Charter School will implement measures to maintain physical distancing while students move between classrooms that are easy for students to understand and are developmentally appropriate, including potentially one or more of the following recommendations.
 - o Hallways: Minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, stagger passing times when necessary or when students cannot stay in one room, and establish designated one-way walking/passage areas.Lockers: Minimize use of lockers to avoid unnecessary mixing and congregation of students in hallways.
 - o Restrooms: Stagger restroom use by groups of students to the extent practicable, and/or assign certain groups of students to use certain restrooms.
 - o Libraries: Stagger group use of libraries.
 - o Outdoors: Consider holding recess activities in separated areas designated by class.
 - Outdoor and large format spaces (e.g., auditoriums) may be used for instructional activities where physical distancing cannot be maintained in classrooms.
 - Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted indoors.
 - o Activities that involve singing must only take place outdoors.
 - The Charter School will implement procedures for turning in assignments to minimize contact.
 - The Charter School will implement a plan to maintain physical distancing during meals (serving meals in the classroom or outdoors, staggering cafeteria use, etc.). Food will be distributed in single-service meals instead of buffet, salad bar or family-style formats.
 - The Charter School will implement appropriate physical distancing measures during physical activities.
 - o Playgrounds and Recess: The Charter School will consider holding recess activities in separated areas designated by class and/or staggered throughout the day, and limiting use of shared playground equipment in favor of physical activities that require less contact with surfaces and allow for greater physical distancing.
 - o Physical Education: The Charter School will consider conducting physical education classes outdoors whenever possible, maintaining separation of classes and with appropriate physical distancing within groups to the extent practicable.

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- o Sports: For sports which cannot be conducted with proper distancing and cohorting, only physical conditioning and training is allowed, and only where physical distancing can be maintained.
 - Instruments/Singing: Pursuant to CDPH guidance, outdoor singing and band practice are permitted, provided appropriate physical distancing and safety precautions are implemented to the maximum extent possible. Playing of wind instruments (any instrument played by the mouth, such as a trumpet or clarinet) is strongly discouraged.

Use of face coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

Until such time as the statewide order is lifted, all adults and all children in Kindergarten or later must wear a cloth face covering at all times while on campus, except while actively eating or drinking. All children age two years and older should wear a cloth face covering.

Staff excluded from this requirement are those that require respiratory protection according to Cal/OSHA standards.

Employees should wear a clean face mask to work every day that has been sanitized in accordance with CDC guidance.

Employees should avoid touching the mask and should wash their hands frequently, including after removing the mask.

Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.

Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom. If the face shield lacks an appropriate seal it must be worn in conjunction with an appropriate face covering not in lieu of such covering.

The Charter School will post signs regarding the proper use, removal, and washing of face coverings.

The Charter School will post signs to remind employees that CDC recommends maintaining social distancing of at least six (6) feet, and that the State of California

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currently requires face masks to be worn in public settings (under the Governor's June 2020 order) with certain limited exceptions.

All students Kindergarten and later who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering at all times, and including:

While waiting to enter the school campus.

In any area insider or outside of the classroom (except when eating or drinking).

While leaving school.

While waiting for or riding on a school bus.

Cloth face coverings are required (except when actively eating or drinking) for all students in Kindergarten or later and all school staff, with the exception of students unable to wear them due to special circumstances such as a particular developmental or health diagnosis that would limit their ability to wear a face covering.

Proper use of cloth face coverings by students will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask. Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.

The Charter School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.

A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.

The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.

11. Use of gloves and PPE: The Charter School requires employees to wear gloves and other Personal Protective Equipment ("PPE") in accordance with the following standards.

- The Charter School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings.
- Workers or other persons handling or serving food must use gloves in addition to cloth face coverings.
- The Charter School will provide a clear plastic barrier or face covering and disposable gloves for front office and food service employees.
- The Charter School will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
 - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.
 - For classified staff engaged in deep cleaning and disinfecting, proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.

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- o All cleaning and disinfecting products must be kept out of children's reach and stored in a space with restricted access.
- As required by Cal/OSHA, the Charter School will provide training on the proper use of PPE to protect employees from the hazards of the cleaning products used.
- Employees must wash hands after removing gloves.

12. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness:

- The Chief Executive Officer or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Chief Executive Officer or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - o Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - o Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - o Individuals who may not be able to communicate symptoms of illness.

13. Maintaining Healthy Operations: The Charter School will follow CDPH Guidance for maintaining healthy operations, including the following practices.

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner. The staff COVID liaisons are the Director of Talent & HR, Anna Martin, and the Director of Operations, Arlene Aldrette.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.

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- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

14. Protection of higher risk employees:

15.

- The Charter School recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.³
- Consistent with operational needs, the Charter School shall support options to telework, if available and reasonable.
- The Charter School shall attempt to limit vulnerable employees' duties to minimize their contact with visitors and other employees.

16. will mandate all employees vaccinate for COVID-19 **Communications to the Charter School community:**

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
 - Enhanced sanitation practices
 - Physical distancing requirements and recommendations
 - Proper use, removal and washing of face coverings.
 - Screening practices.
 - How COVID-19 is spread.
 - COVID-19 specific symptom identification.
 - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19.
 - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention
 - Guidelines for families about when to keep students home from school.
 - Systems for self-reporting symptoms.
 - Criteria and plan to close schools again for physical attendance of students.
- The Charter School will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
- Communications will be targeted to the most vulnerable members of the Charter School community.

³ This includes employees with any one or more of the following high risk factors: age 65 years and older, chronic lung disease, moderate to severe asthma, serious heart conditions, immune deficiency, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease undergoing dialysis, or liver disease.

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- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The Chief Executive Officer is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities ("Agencies"), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School's charter petition. The Chief Executive Officer shall provide the Board with regular updates as to actions taken pursuant to this section.

The primary source documents used for this policy include:

- [ACPHD & ACOE COVID-19 School Guidance: School Reopening Plans \(v.21.5, December 11, 2020\)](#)
- ACPHD "[COVID-19 Health Screening in TK-12 Schools and extracurricular Programs Serving School-Age Children and Youth](#)" (November 10, 2020)"
- ACPHD "[Guidance on Ventilation in School Buildings During the COVID-19 Pandemic](#)" (December 4, 2020)
- ACPHD "[Tip Sheet on Screening Testing for SARS-CoV-2 in Alameda County Schools](#)" (November 17, 2020)
- CDPH "[COVID-19 Quarantine Guidance](#)" (December 14, 2020)
- CDE Stronger Together Health and Safety Guidance for Public Schools (June 8, 2020)
- OSHA cloth face mask FAQ (June 10, 2020)
- CDC face mask guidance and other CDC guidance on school re-opening and general guidance related to COVID-19
- Los Angeles County Health Order (June 11, 2020)
- Orange County Health Order (May 28, 2020)
- Santa Clara County "COVID-19 PREPARED" (June 30, 2020)
- CDPH-Cal OSHA COVID-19 INDUSTRY GUIDANCE: Schools and School-Based Programs (July 17, 2020)
- CDPH COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 (July 17, 2020)
- Other guidance will be incorporated as needed in accordance with the policy above

Board Adopted/Ratified: July 29, 2020
Revision Date: October 22, 2020



ACKNOWLEDGMENT

I have read, understand and agree to abide by the Health and Safety Policy for COVID-19.

For Students and Families

Student Name (please print): _____ Grade: _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

For School Employees Only

Employee Signature: _____ Date: _____

Employee Name (Please Print) _____

Coversheet

Policy - LCPS COVID Prevention Program (CPP)

Section:	III. Discussion and Approval Items
Item:	K. Policy - LCPS COVID Prevention Program (CPP)
Purpose:	Vote
Submitted by:	
Related Material:	Draft COVID-19 Prevention Plan 030421.docx.pdf

Lighthouse Community Public Schools COVID-19 Prevention Program (“CPP”)

Lighthouse Community Public Schools (“LCPS” or the “School”) has adopted this CPP to control exposures to the SARS-CoV-2 virus that may occur on campus. The School has adopted this CPP to accommodate reopening school for in-person instruction in accordance with COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year from the California Department of Public Health (“CDPH”). This document additionally complies with the temporary Cal/OSHA regulations issued November 30, 2020 which require a “written COVID-19 prevention plan.” Resumption of in-person instruction presumes that the School has complied with all applicable legal authority and public health guidance, including pursuant to the California Blueprint for a Safer Economy program and California Safe Schools for All Plan. School and worksite administrators should coordinate with state and local health officials to obtain timely and accurate information about the level of disease transmission in the local community before resuming any on-site work practices. Local conditions will influence the decisions that public health officials make regarding community-level strategies.

Date: [INSERT DATE OF BOARD ADOPTION]

Authority and Responsibility

- **Director of Talent and HR, Anna Martin**, and Arlene Aldrette, Director of Operations, who are serving as LCPS’ COVID Liaisons, have overall authority and responsibility for implementing the provisions of this CPP. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.
- All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

The School will implement the following in the workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluating potential workplace exposures which employees or other persons at the School campus may encounter.
- Evaluating places where School employees or others may congregate on campus, such as hallways, bathrooms, and break rooms.
- Reviewing and incorporating all applicable federal, state, and local public health guidance related to COVID-19, as well as any other industry-specific guidance.
- From time to time, evaluate existing COVID-19 health and safety measures to determine whether additional or different measures are necessary.
- Periodically conduct inspections to identify any potential COVID-19 unhealthy conditions, work practices, procedures, and to ensure compliance with all COVID-19 health and safety measures.

Employee Participation

The School encourages all employees and their exclusive representative, if any, to participate and assist the School in identifying and evaluating potential COVID-19 workplace hazards. The School will do so by:

- When implementing this plan, the School will consult with employees and coordinate a virtual safety meetings at least one week prior to any staff scheduled to return to work in-person. At the safety meeting, the School will discuss the components of the COVID-19 Prevention Plan. The School will additionally seek input from employees regarding potential COVID-19 hazards. In advance of the virtual safety meeting, employees are encouraged to consider areas on campus which they believe pose a high-risk of COVID-19 transmission, as well as activities on campus that are difficult to complete while complying with all health and safety guidance.
- The School will utilize its existing LCPS Safety Team composed of employees from all groups of School personnel to participate in hazard assessments on campus. These assessments will occur virtually to the greatest extent practicable. These assessments will occur at least monthly. All employees are encouraged to volunteer for participation in hazard assessments and to serve on the Safety Team, and the School will rotate teams of employees, ensuring all groups of School personnel are equally represented to the greatest extent possible.
- If employees have specific COVID-19 hazard concerns, they may contact the School's COVID-19 Liaisons, Anna Martin and Arlene Aldrette, to discuss such concerns, who may be reached at anna.martin@lighthousecharter.org or arlene.aldrette@lighthousecharter.org

Employee Screening and Operations to Slow the Spread of COVID-19

- Employees who have one or more COVID-19 symptoms should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps for self-isolation and report their illness to their supervisor and to the School's COVID-19 Liaisons. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with their supervisor, local health departments and healthcare providers.
- Employees who appear to have symptoms upon arrival at work or who become sick during the day should immediately be separated from other employees, students, and visitors, and sent home.
- Should an employee who becomes sick while at work require safe transport, the School will isolate the employee in the designated isolation room on the School's campus and arrange for appropriate transport home or to a healthcare provider. Contact between the sick employee and others will be limited to the greatest extent possible and appropriate PPE will be provided to any staff member who needs to enter the isolation room or interact at a distance closer than six (6) feet to render immediate assistance in an emergency situation.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC-recommended precautions, including quarantining at home if required to do so. Fully vaccinated employees may be able to return to work without quarantining if exposed, but must still report to their supervisor and the COVID-19 Liaisons to obtain clearance before coming to work.

- When implementing in-person health checks, the School will conduct them safely and respectfully. Any staff serving as screeners will be protected using social distancing, barrier or partition controls, or personal protective equipment (“PPE”). However, reliance on PPE alone is a less effective control and is more difficult to implement, given PPE shortages and training requirements.
- The School will complete the health checks in a way that helps maintain social distancing guidelines, such as providing multiple screening entries into the building. Further detailed information regarding the School’s screening procedures may be found in **the LCPS COVID-19 Health and Safety Policy**.
- Should any School employees screen positive while at home or on campus, employees must follow all policies and procedures regarding isolation, quarantine, and testing to prevent or reduce the possible transmission of COVID-19 in the workplace.
- The School will follow guidance from the Equal Employment Opportunity Commission regarding confidentiality of medical records from health checks.
- To prevent stigma and discrimination in the workplace, employee health screenings will be as private as possible. Screeners should not make determinations of risk based on race, country of origin or any other protected characteristics, and be sure to maintain confidentiality of each individual’s medical status and history.

Correction of COVID-19 Hazards

If the School’s hazard assessment reveals any COVID-19 hazards, it will work immediately to correct any and all such hazards. The Director of Operations will be responsible for correcting COVID-19 hazards. Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form. Any COVID-19 hazards will be corrected in a timely manner based on the severity of the hazards.

Control of COVID-19 Hazards

Physical Distancing

Where possible and reasonable, the School will alter workspaces to help employees and students maintain social distancing and physically separate employees from each other and from students, such as:

- Implement flexible worksites (e.g., telework).
- Implement flexible work hours (e.g., rotate or stagger shifts to limit the number of employees in the workplace at the same time).
- Increase physical space between employees at the worksite by modifying the workspace.
- Increase physical space between employees and students (e.g., physical barriers such as partitions).
- Use signs, tape marks, or other visual cues such as decals or colored tape on the floor, placed 6 feet apart, to indicate where to stand when physical barriers are not possible.
- Implement flexible meeting and travel options (e.g., postpone non-essential meetings or events in accordance with state and local regulations and guidance).
- Close or limit access to common areas where employees are likely to congregate and interact.
- Prohibit handshaking and other forms of close physical contact.
- Deliver services remotely (e.g., phone, video, or web).

- Adjust School practices to reduce close contact with and among students — for example, by using larger formal spaces (e.g., auditoriums) or outdoor areas for instruction as appropriate and available.
- Activities where there is increased likelihood for transmission from contaminated exhaled aerosols, such as band and choir practice and performances, are permitted outdoors only provided that precautions such as physical distancing and use of face coverings are implemented to the maximum extent.
- When it is not possible to maintain a distance of at least six (6) feet, individuals shall be as far apart as possible.
 - In this situation, the School will evaluate the need for additional eye protection and respiratory protection, consistent with CCR Title 8, section 5144.
 -

Face Coverings

- Until lifted, the CDPH has ordered that all persons must wear a cloth face covering at work if the hazard assessment has determined that they do not require PPE (such as a respirator or medical facemask) for protection.
 - A cloth face covering contains the wearer's respiratory droplets to help protect their co-workers and others.
 - Cloth face coverings are not considered PPE. They help prevent those who do not know they have the virus from spreading it to others, but do not offer the same level of protection for wearers from exposure to the virus that causes COVID-19 as PPE.
 - All School staff must wear either a cloth face covering with a School-issued disposable medical-grade surgical mask underneath or a provided N95 or KN95 School-issued 5-use mask. School staff may choose which type of face covering to wear between these two options.
- Remind employees that CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission. Wearing a cloth face covering, however, does not replace the need to practice social distancing.
- As necessary, the School will provide clean and undamaged face coverings. The School will provide either disposable medical-grade surgical masks or 5-day use N95 or KN95 masks to every employee working in-person.
- All face coverings must be worn, cleaned, and replaced as needed, and unless an applicable exception to wearing a facial covering applies, consistent with the School's COVID-19 Health and Safety Policy.
- If an employee cannot wear a face covering, face shield with a drape, respiratory protection, or another effective alternative to a facial covering due to a documented disability or serious medical condition, the employee shall be kept at least six (6) feet apart from all other employees, students, and persons, unless the unmasked employee is tested at least twice per week for COVID-19. However, testing an employee twice per week is not an alternative to wearing a facial covering where otherwise required and able to do so.

Engineering controls

- To the maximum extent feasible, the School will implement all appropriate actions to protect employees where six (6) feet of physical distancing cannot be maintained, consistent with the

COVID-19 Health and Safety Policy, as well as this Plan.

- To the maximum extent feasible, the School will maximize the quantity of outside air in buildings or by natural ventilation systems, except when the United States EPA Air Quality Index is greater than one hundred (100) for any pollutant, or if opening windows or doors would cause additional hazards to employees.
- The School will conduct weekly inspections of the HVAC system.
- To the extent feasible, the School will increase the filtration efficiency of its existing ventilations systems to the highest level that is safely allowable and provide filtration units for classrooms and spaces where the filtration level does not meet the MERV-17 standard or higher as recommended by the CDPH.

Routine Cleaning and Disinfecting

The School will follow the CDC and CDPH's Guidance for Cleaning and Disinfecting to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19, including:

- Routinely clean and disinfect all frequently touched surfaces in the workplace, such as workstations, keyboards, telephones, handrails, and doorknobs.
 - If surfaces are dirty, clean them using a detergent or soap and water before you disinfect them in accordance with Healthy Schools Act protocols.
 - For disinfection, most common, EPA-registered, household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available on the EPA website. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).
- Discourage workers from using each other's phones, desks, offices, or other work tools and equipment, when possible.
- Provide disposable disinfecting wipes so that employees can wipe down commonly used surfaces (e.g., keyboards, remote controls, desks, other work tools and equipment) before each use.
- Store and use disinfectants in a responsible and appropriate manner according to the label.
- Do not mix bleach or other cleaning and disinfection products together. This can cause fumes that could be very dangerous to breathe in.
- Advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and that they may need additional PPE based on the setting and product.

Enhanced cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility:

- In the event of a suspected or confirmed COVID-19 case at the School, the School will determine all areas, materials, and equipment used by the case during the high-risk exposure period.
- Once identified, the School will follow all CDC cleaning and disinfection recommendations of all pertinent areas.
- In the event of a positive case, the School will complete all required cleaning procedures, utilizing an outside cleaning service if necessary.

Shared Tools, Equipment and Personal Protective Equipment (PPE)

- The School will not allow any employees, students, or any other persons to share any form of PPE, including but not limited to: Gloves, facial coverings, masks, face shields, and goggles.
- To the maximum extent feasible, the School will prohibit the sharing of tools and equipment, including: Phones, headsets, desks, keyboards, and writing materials. Where sharing is required, the School will follow all cleaning and disinfection procedures, consistent with this Plan.

Hand Sanitizing and Personal Protective Equipment (PPE) used to Control Employees' Exposure to COVID-19

The School will:

- Provide tissues and no-touch trash cans.
- Provide soap and water in the workplace. If soap and water are not readily available, the School will provide alcohol-based hand sanitizer that is at least 60% alcohol. Ensure that adequate supplies are maintained. All employees are encouraged to wash their hands frequently and will be provided ample time to do so. Employees should wash their hands for at least twenty (20) seconds each time.
- To the extent feasible, dependent on a hazard assessment, and consistent with the School's COVID-19 Health and Safety Plan, the School will provide additional handwashing facilities and touchless hand sanitizing stations in highly trafficked areas without access to sinks with soap and water.
- Ideally, place touchless hand sanitizer stations in multiple locations to encourage hand hygiene.
- Place posters that encourage hand hygiene to help stop the spread at the entrance to the workplace and in other workplace areas where they are likely to be seen. This should include signs for non-English speakers, as needed.
- Direct employees to visit CDC's coughing and sneezing etiquette and clean hands webpage for more information.
- The School will evaluate the need for additional eye protection and respiratory protection, consistent with CCR Title 8, section 5144.

Investigating and Responding to COVID-19 Cases

- Effective immediately, upon one (1) "COVID-19 case"¹ in the workplace, the School will:
 - Investigate the COVID-19 case, determine the day and time the COVID-19 case was last present on the School campus, the date of the positive test and/or diagnosis, and the date the case has one (1) or more COVID-19 symptoms, if any.
 - Investigate whether other School employees or any other third parties may have had a COVID-19 exposure by evaluating the activities of the COVID-19 case at the School campus during the "high-risk exposure period"².

¹ Cal/OSHA regulations define a "COVID-19 case" as a person who: 1) Has a positive COVID-19 test, 2) is subject to a COVID-19 related order to isolate issued by a local health department or state health official, or 3) has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

² "High-risk exposure period" is defined by Cal/OSHA as: 1) For individuals with COVID-19 symptoms, from two (2) days before the symptoms first develop until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or 2) for

- o Give notice of potential exposure, within one (1) business day, and without revealing any personal identifying information³ of the COVID-19 case, to:
 - 1) All employees and their authorized representatives, if any, who may have had COVID-19 exposure, and
 - 2) Independent contractors and other employers present at the workplace during the high-risk exposure period.
- o Offer testing for COVID-19 to all employees with potential COVID-19 exposure in the workplace, at no charge and during working hours, as well as:
 - Information regarding COVID-19-related benefits under all applicable federal, state, and local laws, as well as potential salary continuation rights during any period of exclusion due to the COVID-19 exposure.
- o Investigate the potential that workplace conditions contributed to the risk of COVID-19 exposure, as well as remedial steps that could have been taken to reduce the risk of COVID-19 exposure.
- Effective immediately, and in the event of a confirmed COVID-19 case at the School campus, the School will notify the local public health department, as required by law.
- Effective immediately, upon notice of any COVID-19-related serious illnesses or death⁴ of an employee occurring in a place of employment or in connection with any employment, the School will immediately report such information to Cal/OSHA.

AB 685 Compliance

Effective January 1, 2021, employers are required to provide certain notices in response to a “notice of potential exposure to COVID-19,” in accordance with Labor Code section 6409.6. A “notice of potential exposure” means any of the following:

- Notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite;
- Notification from an employee, or their emergency contact, that the employee is a qualifying individual;
- Notification through the School’s testing protocol that the employee is a qualifying individual; or
- Notification from a subcontracted employer that a qualifying individual was on the schoolsite.

Upon receipt of a “notice of potential exposure,” the School must take the following actions within one (1) business day of the notice:

asymptomatic individuals who test positive for COVID-19, from two (2) days before until ten (10) days after the first positive COVID-19 test specimen was collected.

³ All personally identifying information related to COVID-19 cases or those with COVID-19 symptoms shall be kept confidential. However certain information may be provided to public health authorities, as required by law.

⁴ Pursuant to 8 CCR §330(h), “Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement.”

- Provide a written notice to all employees who were on the premises in the same worksite⁵ as the qualifying individual⁶ within the infectious period⁷ that they may have been exposed to COVID-19.⁸
- Provide a written notice to the exclusive representative, if any, of the above employees.⁹
- Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
 - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, School sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections applicable to employees.
- Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, on the disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
- Records of the above notices must be retained for a minimum of three (3) years.

Effective January 1, 2021 the School must also take the following responses in the event of a COVID-19 "outbreak," as defined by CDPH:

- Within forty-eight (48) hours, the Chief Executive Officer or designee shall notify the county public health department of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual.¹⁰
- The Chief Executive Officer or designee shall also report the address and NAICS code of the worksite where the qualifying individuals work.
- Additional notice will be provided of any subsequent laboratory-confirmed cases of COVID-19 at the worksite.

⁵ The "worksite" does not include buildings, or floors within multistory buildings, that a qualifying individual did not enter. If the School operates multiple worksites, the School must only notify employees who worked at the same worksite as the qualified individual. (Labor Code § 6409.6, subd. (d)(5).)

⁶ A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

⁷ The "infectious period" means the time a COVID-19-positive individual is infectious, as defined by the State Department of Public Health. (Labor Code § 6409.6, subd. (d)(2).)

⁸ Written notice must be provided in the same manner that the School ordinarily uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending and shall be in both English and the language understood by the majority of the employees.

⁹ Written notice to the exclusive representative must contain the same information as required in an incident report in a Cal/OSHA Form 300 injury and illness log unless the information is inapplicable or unknown to the school. This requirement does not apply if the school's employees do not have an exclusive representative.

¹⁰ A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

Systems for Communicating

The School's goal is to ensure effective two-way communication with its employees, in a form they can readily understand, and that it includes the following information:

- Train employees on how implementing any new policies to reduce the spread of COVID-19 may affect existing health and safety practices.
- Communicate to any contractors or on-site visitors about changes that have been made to help control the spread of COVID-19. Ensure that they have the information and capability to comply with those policies.
- Create and test communication systems that employees can use to self-report if they are sick and that you can use to notify employees of exposures and closures.
- Use a hotline or another method for employees to voice COVID-19 hazard concerns anonymously or otherwise report COVID-19 symptoms. All staff should use the COVID-19 Report a Positive Case/Exposure or COVID-19 Safety Concern form found at this link: <https://forms.gle/t7G6WgGH7QSB4AVG6>. Consistent with the Employee Handbook and all applicable policies, the School will not tolerate discrimination, harassment, or retaliation against any employee who reports COVID-19 symptoms or hazards.
- Protection of employees at higher risk for severe illness through supportive policies and practices, including older adults and people of any age who have serious underlying medical conditions or are at higher risk for severe illness from COVID-19. This may include but is not limited to the following methods:
 - Providing options to telework, if available and reasonable,
 - Offering vulnerable workers duties that minimize their contact with students and other employees, if the worker agrees to this, and
 - Offering flexible options such as telework to employees where available and reasonable to eliminate the need for employees living in higher transmission areas to travel to workplaces in lower transmission areas and vice versa.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with the workplace) may be exposed to, what is being done to control those hazards, and the School's COVID-19 policies and procedures.

COVID-19 Testing:

- Consistent with Cal/OSHA regulations, in the event of one (1) COVID-19 case, an outbreak¹¹, or a major outbreak at the School campus, the School will offer COVID-19 testing to employees with exposure at no charge, and during working hours.
- In the event of one (1) COVID-19 case in the workplace, COVID-19 testing will be offered to all employees who have had potential COVID-19 exposure.
- In the event of a COVID-19 outbreak pursuant to Cal/OSHA regulations:
 - The School must provide testing to all employees who were present in the exposed workplace.
 - Pursuant to Cal/OSHA regulations, "employees in the exposed workplace shall be tested

¹¹ An outbreak is defined by Cal/OSHA as one that is declared by the local public health department, or where there are three or more cases on campus within a 14-day period. 8 CCR §3205.1(a)(1). Recent Cal/OSHA "FAQ" further indicates that "Any confirmed COVID-19 case who has been in the exposed workplace during the high-risk exposure period counts towards the three-case threshold." As such, outbreak threshold under the Cal/OSHA regulations could be met by way of students who test positive on campus.

and then tested again one week later.”

- o After the first two (2) COVID-19 tests, the School must provide continuous COVID-19 testing of employees remaining at the workplace at least once per week, until outbreak criteria are no longer met.
- In the event of a “major COVID-19 outbreak,”¹² the School will provide COVID-19 testing at least twice per week to all employees present at the exposed workplace during the thirty (30) day period, and who remain at the workplace. This testing regimen will continue until there are no new COVID-19 cases in the workplace for a fourteen (14) day period.
- Consistent with current Cal/OSHA regulations, the School will require certain frequencies of COVID-19 testing before allowing employees with COVID-19 exposure to return to campus.
- In the event that COVID-19 testing is mandated by Cal/OSHA regulations, School employees may procure testing for COVID-19 via:
 - o A testing kit for a saliva-based or otherwise authorized SARS-COV2 molecular test provided by the School and available on every campus to every employee and student both for the asymptomatic testing requirements as listed in the School’s COVID-19 Asymptomatic Testing Policy and in the instance of suspicion of COVID-19 due to symptoms or exposure.
- If COVID-19 is not mandated by Cal/OSHA regulations, but testing is otherwise needed, employees may procure testing, likely free of charge, through their local county or from their health provider.
- Employees are directed to follow the specific guidance regarding regular testing for non-symptomatic individuals that can be found in the LCPS COVID-19 Asymptomatic Testing Policy. LCPS will continue to offer asymptomatic testing through its preferred testing provider free of charge to all employees, though any employee may choose to provide the School with copies of their testing results obtained through a provider of their choice in lieu of utilizing the School’s selected testing provider.

Training and Instruction

The School will provide effective training and instruction that includes:

- The School’s COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - o COVID-19 is an infectious disease that can be spread through the air.
 - o COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - o An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

¹² Cal/OSHA defines a major outbreak as “20 or more COVID-19 cases in an exposed workplace within a 30-day period.”

- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- The School will use the **Appendix D: COVID-19 Training Roster** to document this training.

Exclusion of COVID-19 Cases

- Effective immediately, and pursuant to current Cal/OSHA regulations:
 - All employees with COVID-19 exposure shall be excluded from the School campus for up to fourteen (14) days from the last known exposure to a COVID-19 case.
 - School employees with confirmed COVID-19 must not return to the School campus as follows¹³:
 - For Employees who test positive and have symptoms consistent with COVID-19:
 - 1) At least twenty-four (24) hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications,
 - 2) COVID-19 symptoms have improved, and
 - 3) At least ten (10) days have passed since COVID-19 symptoms first appeared.
 - Employees who test positive but remain asymptomatic shall not return to the School campus until at least ten (10) days have passed since the date of specimen collection of their first positive COVID-19 test.
- Employees excluded from work due to COVID-19 exposure may be entitled to salary continuation during the fourteen (14) day exclusion period. The School will provide paid sick leave during this period up in compliance with applicable regulations and will continue to provide paid leave should an employee use all available leave and draw down their sick time accruals to twenty-four (24) hours or less provided the employee provides appropriate documentation of their need and qualification for such leave. Any salary continuation benefits will account for funds received from public sources during this period, as well as any indemnity benefits as part of any workers' compensation claim related to the employee's COVID-19 exposure.
- If a COVID-19 case is not work-related pursuant to all applicable workers' compensation laws, School employees are not entitled to salary continuation during the fourteen (14) day exclusion period.
- If a School employee is unable to work for reasons other than protecting other employees or students at the School campus from possible COVID-19 transmission, the employee is not entitled to salary continuation during the fourteen (14) day exclusion period.

Reporting, Recordkeeping, and Access

- The School will maintain records of the steps taking to implement this Plan for at least one (1) year, consistent with 8 CCR §3202(b).
- This Plan shall be made available at the workplace to all School employees, authorized

¹³ The School will not require a negative test prior to an employee returning to work. 8 CCR 3505(c)(11)(D).

representatives, and Cal/OSHA representatives immediately upon request.

- The School will track all COVID-19 cases, by keeping a record of the employee’s name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test. This information will be documented in “**Appendix C: Investigating COVID-19 Cases.**” Medical information shall be kept confidential. The information shall be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.
- The School will report information about COVID-19 cases at the workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- The School will report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring on campus or in connection with any employment.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

I attest that I have reviewed the School’s COVID-19 Prevention Plan and approve of the contents herein:

Printed Name

Date

Signature

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons on School campuses or who may enter School campuses, including students, coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. The School will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: [INSERT NAME/TITLE]

Date: [INSERT]

Name(s) of employee and authorized employee representative that participated: [INSERT NAME/TITLES]

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

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Appendix B: COVID-19 Inspections

Date: [INSERT]

Name of person conducting the inspection: [INSERT NAME/TITLE]

Work location evaluated: [INSERT]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
One-way directional signage and controls			
Isolation room availability and use			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Daily screening procedures including temperature scanning and completion of screener			
Limiting visitors and non-essential personnel			
Limiting cohort mixing			
Other Controls			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
Asymptomatic testing requirements			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by the School will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees’ medical records will also be kept confidential and not disclosed or reported without the employee’s express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [INSERT]

Name of person conducting the investigation: [INSERT NAME/TITLE]

COVID-19 Case Investigation Information

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
--	--

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Additional Consideration #1: Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in the workplace for a 14-day period.

COVID-19 testing

- In the event of a COVID-19 outbreak pursuant to Cal/OSHA regulations:
 - The School must provide testing to all employees who were present in the exposed workplace.
 - Pursuant to Cal/OSHA regulations, “employees in the exposed workplace shall be tested and then tested again one week later.”¹⁴
 - After the first two (2) COVID-19 tests, the School must provide continuous COVID-19 testing of employees remaining at the workplace at least once per week, until outbreak criteria are no longer met.

Exclusion of COVID-19 cases

The School will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with this CPP and local health officer orders, if applicable.

Investigation of Workplace COVID-19 illness

The School will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with this CPP section titled, “Investigating and Responding to COVID-19 Cases.”

COVID-19 Investigation, Review and Hazard Correction

Immediately upon the occurrence of an outbreak, the School will perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19. The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - The School’s leave policies and practices and whether employees are discouraged from remaining home when sick,
 - The School’s COVID-19 testing policies,
 - Insufficient outdoor air,
 - Insufficient air filtration, and
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues,
 - In response to new information or to new or previously unrecognized COVID-19 hazards, and
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. The School will consider:

¹⁴ 8 CCR §3205.1(b)(2)A).

- Moving indoor tasks outdoors or having them performed remotely,
- Increasing outdoor air supply when work is done indoors,
- Improving air filtration,
- Increasing physical distancing as much as possible,
- Respiratory protection.

Notifications to the Local Health Department

- Consistent with the Section of this CPP titled “AB 685 Compliance,” immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in the workplace, the School will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- The School will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and NAICS code of the workplace of the COVID-19 case, and any other information requested by the local health department. The School will continue to give notice to the local health department of any subsequent COVID-19 cases at the workplace.

Additional Consideration #2: Major COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in the workplace for a 14-day period.

COVID-19 Testing

The School will provide COVID-19 testing at least twice per week to all employees present at the exposed workplace during the thirty (30) day period, and who remain at the workplace. This testing regimen will continue until there are no new COVID-19 cases in the workplace for a fourteen (14) day period.

Exclusion of COVID-19 Cases

The School will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with this CPP and any relevant local health department orders, if applicable.

Investigation of Workplace COVID-19 illnesses

The School will comply with the requirements of this CPP titled “Investigating and Responding to COVID-19 Cases.”

COVID-19 Hazard Correction

In addition to the requirements of this CPP, the School will take the following actions:

- In buildings or structures with mechanical ventilation, the School will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, the School will use filters with the highest compatible filtering efficiency. The School will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- The School will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- The School will evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the Local Health Department

The School will comply with the requirements of this CPP and the section titled “COVID-19 Outbreaks-Notifications to the Local Health Department.

Coversheet

LCPS Title IX Harassment, Intimidation, Discrimination, and Bullying Policy

Section: III. Discussion and Approval Items
Item: L. LCPS Title IX Harassment, Intimidation, Discrimination, and Bullying Policy
Purpose: Vote
Submitted by:
Related Material:
21 03 28 DRAFT - LCPS Title IX Harassment Intimidation Discrim. and Bullying Policy .docx.pdf

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

Lighthouse Community Public Schools

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Lighthouse Community Public Schools ("LCPS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. LCPS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom LCPS does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. LCPS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. LCPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Shannon Wheatley
Chief Academic Officer
433 Hegenberger Rd., Suite 201
Oakland, CA 94621
510-562-8801
shannon.wheatley@lighthousecharter.org

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by LCPS.

LCPS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) 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.

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It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one

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or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student ¹ or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by LCPS.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. 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 the definition of "bullying," above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," 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 the definition of "bullying," 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.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school

¹ "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

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personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, 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.

- b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” 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.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in LCPS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that LCPS investigate the allegation of sexual harassment.

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

Bullying and Cyberbullying Prevention Procedures

LCPS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

LCPS advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

LCPS informs Charter School employees, students, and parents/guardians of LCPS’s policies regarding the use of technology in and out of the classroom. LCPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

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LCPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. LCPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at LCPS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

LCPS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

LCPS informs LCPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

LCPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other LCPS employees who have regular interaction with students.

LCPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by LCPS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

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LCPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for LCPS's students.

Grievance Procedures

1. Scope of Grievance Procedures

LCPS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the LCPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, LCPS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shannon Wheatley
Chief Academic Officer
433 Hegenberger Rd., Suite 201
Oakland, CA 94621
510-562-8801
shannon.wheatley@lighthousecharter.org

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Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. LCPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the **Director of Operations**, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

LCPS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

LCPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

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.

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

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of LCPS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;

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- A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that LCPS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - LCPS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with LCPS's policies.
 - LCPS may remove a respondent from LCPS's education program or activity on an emergency basis, in accordance with LCPS's policies, provided that LCPS 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 respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - If a formal complaint of sexual harassment is filed, LCPS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If LCPS offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - LCPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. LCPS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, LCPS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in LCPS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable LCPS policy.
 - LCPS may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at LCPS; or
 - The specific circumstances prevent LCPS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, LCPS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

- Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- LCPS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of LCPS's code of conduct to the facts;
 - The decision and rationale for each allegation;
 - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. Consequences

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

6. Right of Appeal

Should the reporting individual find LCPS's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of LCPS's decision or resolution, submit a written appeal to the President of the LCPS 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 LCPS will implement appeal procedures equally for both parties.
- LCPS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

7. Recordkeeping

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

All records related to any investigation of complaints under this Policy are maintained in a secure location.

LCPS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

[INSERT CHARTER SCHOOL LETTERHEAD]

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING
COMPLAINT FORM**

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize LCPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Coversheet

Policy - Updated Campus Safety Plans

Section: III. Discussion and Approval Items
Item: M. Policy - Updated Campus Safety Plans
Purpose: Vote
Submitted by:
Related Material: Revised 3_21-Lodestar Emergency Management Plan.pdf
Revised 3_21-Lighthouse Campus Safety Plan.doc.pdf

Lodestar: A Lighthouse Community Charter School Emergency Management Plan

The Lodestar Emergency Management Plan identifies the School's Emergency Planning, Organization, and Response Policies and Procedures. This plan addresses how the School will respond to any emergency, disaster or extraordinary event, from preparation to response and through short term recovery.

Public schools are required by law and designated to prepare and respond to emergencies much like a local government. Charter schools are exempt from many of the laws and legislation mandated for public schools, but in theory should abide in the same principles that govern public schools to provide for the safety and security of the students and staff of the charter school. Section 8607 of the *California Government Code* requires that state and local governments, and special districts such as schools, respond to disasters using the Standardized Emergency Management System (SEMS). State law also requires that schools be adequately prepared to respond to earthquakes, fires, and other emergencies (*California Education Code* § 35295 through § 35297; *California Code of Regulations* § 2400 - 2450). Although not mandated by the California Department of Education, it is recommended that Charter Schools comply with these same laws and regulations.

Lodestar recognizes the importance of emergency preparedness for the safety of its students and staff and has based this Emergency Management Plan on the functions and principles of the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), as well as the requirements of the California Education Code for preparedness and response. Both of the management systems are built upon the principles and concepts of the Incident Command System (ICS).

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Threat of Violence

Unlawful demonstration/walkout

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SECTION ONE

ADMINISTRATION

Lodestar: A Lighthouse Community Charter Public School is responsible for emergency response operations and will commit all available resources to save lives, minimize injury to persons, minimize damage to property, and protect the environment. If properly implemented, this plan will reduce or prevent personal injuries and disaster related losses on the school campus. This plan is designed to provide administrators with a resource for protecting students, staff and school facilities, as well as to describe the responsibilities of staff members for a wide range of emergency and disaster situations that may occur.

This plan will be made available to all school personnel and will be distributed to the Charter Management Organization (CMO), the authorizing school district, local law enforcement and fire service agencies. An overview of the plan will be explained and distributed to parents. As recommended by the California Department of Education, staff and students will participate in drills on a *regular basis* to train in their roles and responsibilities during any emergency. Annual planning, preparation, and training will be conducted for staff to learn and exercise the proper courses of action in an emergency. All staff members will be trained on this plan and its response procedures in order to effectively prepare for maximum safety, efficiency and communication in the event of an emergency. This plan cannot foresee all possible circumstances of an emergency and recognizes that staff will need to assess the circumstances of any emergency and make decisions based on the current situation.

This Emergency Management Plan is formatted into four sections; Administration, Concept of Operations, Emergency Response Procedures, and Appendices. Each section contains information that outlines the basic components of critical areas in emergency management.

- **Administrative Section** includes the legal requirements of emergency planning for schools and recovery planning.
- **Concept of Operations Section** outlines how the school will operate and respond during an emergency and includes Action Checklists for the ICS positions of the emergency organization.
- **Emergency Response Procedures** are checklists for response to specific hazards that could occur.
- **Appendices** contain supplemental emergency and supporting documentation.

As recommended by the California Department of Education, this plan will be reviewed and updated annually. Recommended changes to this plan should be approved by the Charter School principal. All approved changes shall be distributed to appropriate agency personnel. **This plan will be reviewed and updated by March 1, as needed, of each school year.**

Review/Change No.	Date Entered	Description of Change	By
	07/2016	Updated for Lodestar Campus	Arlene Aldrette & Eleazar Madrid
	08/2018	Updated for new campus	Arlene Aldrette
	09/2020	Updated for staffing updates	Arlene Aldrette
	3/2021	Update the following sections: addition of: Child Abuse Emergency Procedures, Dangerous Pupil Notifications, Gun-Free School Zone, SAFE INGRESS AND EGRESS PROCEDURES, Student Suspension and Expulsion Procedures, Sudden Cardiac arrest or other emergencies related to interscholastic athletic events and activities, Threat of Violence, Unlawful demonstration/walkout	Arlene Aldrette

Under normal circumstances, the Charter School principal would be in charge of making major decisions affecting the school. Immediately following an emergency or disaster the Principal may be displaced, incapacitated, or unavailable for other reasons, however, the school's responsibilities and functions must continue without interruption regardless of the availability of any individual. It is important to appoint a successor to key positions at the school in the event something would happen. The individual who is appointed as the successor shall have the same powers and authority of the person they are succeeding, and will serve until that person is again able to serve or is replaced permanently.

Primary Position	First Alternate	Second Alternate	Third Alternate
Operations Associate	Director of Operations	Principals/Assistant Principal	Lower School Dean, Middle School Dean

The Lodestar: A Lighthouse Community Charter Public School Emergency Management Plan has been reviewed and found to comply with SEMS and NIMS and the California Department of Education recommended requirements.

This plan shall be reviewed annually by the Director of Operations, Arlene Aldrette and updated to maintain current procedures.

Drills will be conducted periodically and at least once annually to test the overall effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan. Specifically, the School will conduct fire drills once per month in elementary and intermediate schools, and no less than twice per year in secondary schools.

A copy of this plan will be distributed to:

Oakland Unified School District: Sonali Murarka
Oakland Police Department
Oakland Fire Department

The following administrators have read this plan and understand its policies and procedures and concur with the roles and responsibilities that are outlined in this document:

DOO: _____
Signature *Date*

Principal: _____
Signature *Date*

Assistant Principal: _____
Signature *Date*

Date Plan Adopted: _____

The following laws pertain to school safety and school disaster preparedness. Check with your Charter School's legal counsel for complete wording of applicable laws and regulations.

State Codes

Education Code section 35294.2 (Chapter 736, Hughes, Statutes of 1997) requires all schools to develop and implement comprehensive Safe School Plans.

Education Code section 33031 requires school principals to formulate a disaster preparedness plan. Principals must test the plan during the school year.

California Constitution, Article I, Section 28(c) guarantees all students and staff of primary, elementary, junior high and senior high schools the inalienable right to attend campuses which are safe, secure and peaceful.

Labor Code, Section 6400 mandates that every employer furnish a place of employment which is safe and healthful for the employees therein.

Title 8, California General Industry Safety Orders, Section 3203 requires that every employer inaugurate and maintain an accident prevention program which shall include, but not be limited to, a training program to instruct employees in general safe work practices and specific instructions with respect to hazards unique to the employee's job assignment and the scheduling of periodic inspections to identify and correct unsafe conditions and work practices which may be found.

The Field Act (Garrison Act and Riley Act)

The California Field Act of 1933 (Education Code Section 39140-39159-K-12, and 81130-81147- Community Colleges), enacted after the Long Beach earthquake, established a procedure to be followed in the design, review and construction or alteration of a public school building for the protection of life and property.

The Private Schools Building Safety Act of 1986 (Education Code 39160) requires new construction or renovation of private school buildings to seismic safety standards similar to those of public schools under Education Code Section 39140.

Title 24, California Code of Regulations prescribes standards for the design and construction of public schools. However, non-structural seismic safety elements receive limited attention. Nonstructural elements include anything, which is not part of the columns, beams, and load-bearing walls; these light fixtures, bookcases filing cabinets and windows can pose life safety threats during an earthquake.

The Katz Act

The "Katz Bill" (*Education Code 35295, 35296, 35297*) requires that public and/or private elementary and high schools with an enrollment of more than 50 students or more than one classroom establish an "earthquake emergency system" so that pupils and staff will act instinctively and correctly when an earthquake disaster strikes. Specifically:

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

Disaster Service Workers

Government Code, Section 3100 specifies that whenever there is a "State of Emergency" declared by the Governor, public employees may be declared "Disaster Service Workers" and have a responsibility to be as prepared as possible to meet emergencies. "Public employees" applies to all persons employed by the State, County, City, or other Public District.

During a declared disaster, public school employees are required to serve as Disaster Service Workers and cannot leave their school site until formally released. Failure to do so could result in:

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

Post – Disaster Shelters

Public schools are required by both federal statute and state regulation to be available for shelters following a disaster. It is recommended that Charter Schools contact their local American Red Cross (ARC) and local governments to develop plans and make arrangements in advance to assure that they are prepared.

The Petris Bill

California Government Code Section 8607 requires public schools to respond to disasters using the Standardized Emergency Management System (SEMS) by December 1996. SEMS includes

- 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
- Incorporation of SEMS into all school plans, training and drills
- Documentation of the use of SEMS during an actual emergency

Homeland Security Presidential Directive 5 (HSPD-5)

On February 28, 2003, President George W. Bush issued Homeland Security Presidential Directive 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 (**including REMS grants**), contracts and other activities by Fiscal Year 2005.

“All K-12 schools receiving Federal preparedness monies through the U.S. Department of Education (ED), the U.S. Department of Homeland Security (DHS), and/or the U.S. Department of Health and Human Services (HHS) are required to support the implementation of NIMS. Award recipients of ED's Readiness and Emergency Management for Schools (REMS) are required to implement, in conjunction with community partners, identified NIMS compliance activities”.

NIMS includes training requirements in the Incident Command System. All “key school personnel” are to complete ICS100, ICS200 and IS700.

School records are considered vital records and need to be protected. It is recommended that vital records be duplicated and kept off-site in the event something happens to the facility at Lodestar. Operations Manager, Arlene Aldrette is responsible for the protection and preservation of vital records. Lodestar stores hardcopies of records and files, regulations, and contracts in the Operations Manager's office. Back-up data systems are stored at the Lighthouse Community Charter School campus at 444 Hegenberger Road, CA. 94621.

Lodestar: A Lighthouse Community Charter Public School must ensure that disaster planning, response, and recovery takes into consideration the students and employees protected by the Americans With Disabilities Act. For people with disabilities, the problems of evacuating a building during an emergency are a major concern. Many people with mobility impairments cannot use stairs and people with hearing and vision impairments may not receive emergency notification and directions unless they are provided in both audible and visual forms. In addition, people with learning, emotional or cognitive disabilities may need to have safety and emergency procedures taught in a language or terms they understand. Because schools may, at one time or another, have staff, students or visitors who need evacuation assistance, Lodestar: A Lighthouse Community Charter School will make every effort in an emergency to deal with the needs of individuals with disabilities. In the initial hours of a disaster there may be a shortage of resources, and priorities will be on lifesaving operations, not care & sheltering. It may therefore, take additional time to deal with the needs of individuals with disabilities.

SECTION TWO

CONCEPTS OF OPERATIONS

There are four phases of emergency management described by the Department of Homeland Security, FEMA, the California Emergency Management Agency (CalEMA) and the U.S. Department of Education Office of Safe and Drug-Free Schools:

- **Phase I – Mitigation/Prevention** addresses what schools can do to reduce exposure to risks and hazards and lessen the potential impact of an emergency situation. Mitigation efforts can occur both before and after emergencies or disasters.
- **Phase II – Preparedness** focuses on the roles and responsibilities of the school emergency response teams and the actions, exercises and supplies needed for various emergency scenarios. These activities develop readiness and response capabilities.
- **Phase III – Response** presents detailed procedures for implementing appropriate actions for most types of emergencies that may be encountered in a school setting. In this phase, schools mobilize resources needed to address the emergency at hand. Emphasis is placed on minimizing the effects of the emergency or disaster.
- **Phase IV – Recovery** focuses on general strategies to follow after the emergency and restoring affected areas to pre-emergency conditions in order to return to the normal learning environment as quickly as possible. Recovery activities may be both short-term and long-term; ranging from restoration of essential utilities such as water and power, to mitigation measures designed to prevent future occurrences of a specific threat.

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 features of ICS are common terminology and the division of response activities into five functional units that essentially eliminate the possibility of the duplication of efforts. ICS became the model for the state's standardized system.

Standardized Emergency Management System (SEMS)

The SEMS was developed as a result of the lack of agency and multi-jurisdictional coordination during the East Bay Hills Fires in Oakland in 1991. SEMS is used throughout California to manage and coordinate any emergency response involving more than one agency or jurisdiction. The primary components of SEMS are the Incident Command System, Multi-Inter-Agency Coordination, the Master Mutual Aid System and Operational Areas. Use of SEMS during a disaster response is an eligibility requirement for local governments, agencies and special districts (utility

companies, public schools, etc.) to receive State reimbursement of personnel and equipment response costs following a disaster.

National Incident Management System (NIMS)

After the national tragedy on September 11, 2001, the NIMS was developed to address incidents of national significance. NIMS is the nation's first standardized management approach that unifies federal, state and local government resources for incident response. Implementation of a common language, organizational structure and procedures facilitates the flow of communication and coordination among all responding agencies to improve tracking, deployment, utilization, and demobilization of needed mutual aid resources. Federal funding for emergency preparedness, response, and recovery grants is attached to the use of NIMS.

Mutual Aid

Public schools are not traditional response organizations and more typically are recipients of first responder services provided by fire and rescue, emergency medical and law enforcement agencies. Individual school participation in local government's emergency preparedness programs is essential to ensure that first responder services are delivered to schools in a timely and effective manner. In case of an emergency that is beyond the capabilities of the school to handle, it is recommended school personnel coordinate with local emergency response agencies. This may include having a member or members act as liaison with the responding agencies.

Unified Command

The control of and response to campus emergencies is the sole responsibility of the school site emergency teams until professional first responders arrive. Once they are on scene, incident command transitions to a Unified Command, wherein representatives from each of the agencies present work together to coordinate resources and give direction. The school's Principal/Incident Commander will begin to work closely with the professional Incident Commander to plan and carry out response activities. Other school 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.

Emergencies are often described in terms of the following three levels:

Level 1 - School Emergencies

A situation in which the scope is limited to school settings and school-based personnel, and no outside assistance is needed.

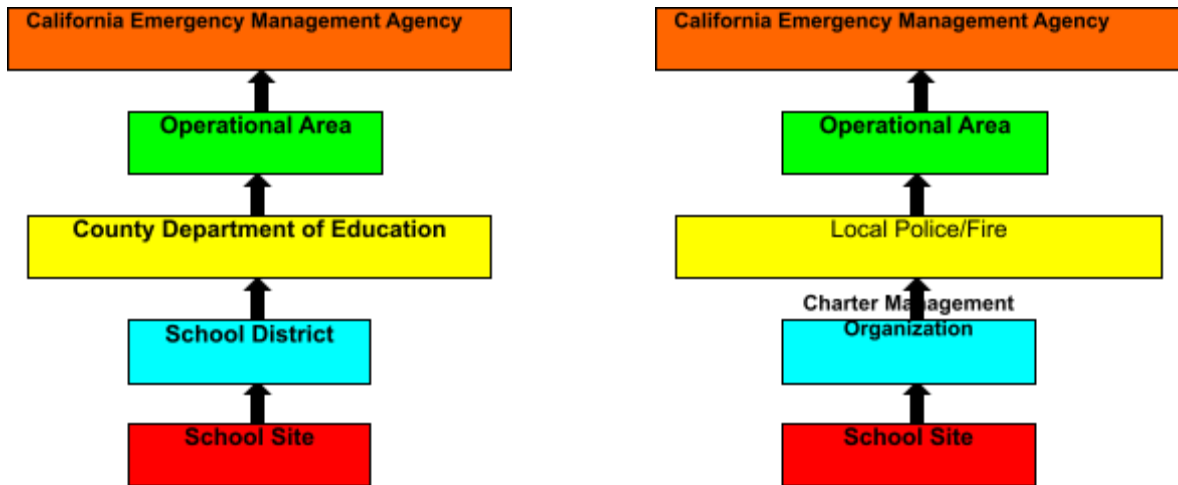
Level 2 – City Emergencies

A situation at the school where the scope of the emergency necessitates assistance from City emergency response agencies. These events require help from outside resources, but do not reach the scope and gravity of County emergencies requiring regional support.

Level 3 – County Emergencies

These include large-scale events where coordination of services from local and regional response agencies is warranted. In many of these situations the school's role is to implement protocols until appropriate community agencies (e.g., police, fire and rescue) respond and assume responsibility. Schools must be prepared to rely on their own resources until help arrives.

SEMS consists of five emergency management levels. The chart on the left depicts the emergency management reporting levels as they would reflect a typical public school, while the chart on the right shows the levels for a charter school. These levels are followed as the resource requirements are exhausted and expand over the course of the incident.



Plan Activation

When an emergency situation occurs, school staff must quickly determine what initial response actions are required. This is done by identifying the type of emergency; identifying the level of emergency; and determining the immediate actions that are required. This plan will be activated under conditions where support and involvement from resources outside of the school are necessary to ensure the safety and security of the students and staff. A director, or designee, has the responsibility and authority to activate this emergency plan.

Incident Command Post

The Incident Command Post (ICP) is a designated field location that the Incident Commander will use to oversee all of the incident operations and coordinate and direct the units involved in the emergency response. The ICP should be set up a safe distance from the emergency site and be identified with a sign, so that it is visible to staff and incoming emergency responders. If the Incident Commander activates the Management Section positions, those staff members will work alongside the Incident Commander from the ICP. The ICP location will be selected based on the type and size of the incident that has occurred.

Emergency Operations Center

An EOC is typically used to coordinate large scale emergencies that will last for several days and will require assistance from outside emergency response agencies. An EOC is a facility used to be the central point of coordination, policy direction, organization and support for the emergency or disaster. The EOC's primary function

is to support the emergency response operations that are occurring at the scene of the emergency. Information gathered from individuals working at the incident will provide an overall view of what has occurred, what is taking place, and what needs to be done. The EOC is also where resource allocations can be prioritized, tracked and coordinated with the outside assisting agencies. Within the EOC, the overarching objectives for the emergency response should be developed to achieve the overall goals of life safety, and protection of property and the environment. The EOC location must have sufficient work space for the EOC responders to communicate with representatives from the field operations and coordinate the emergency incident.

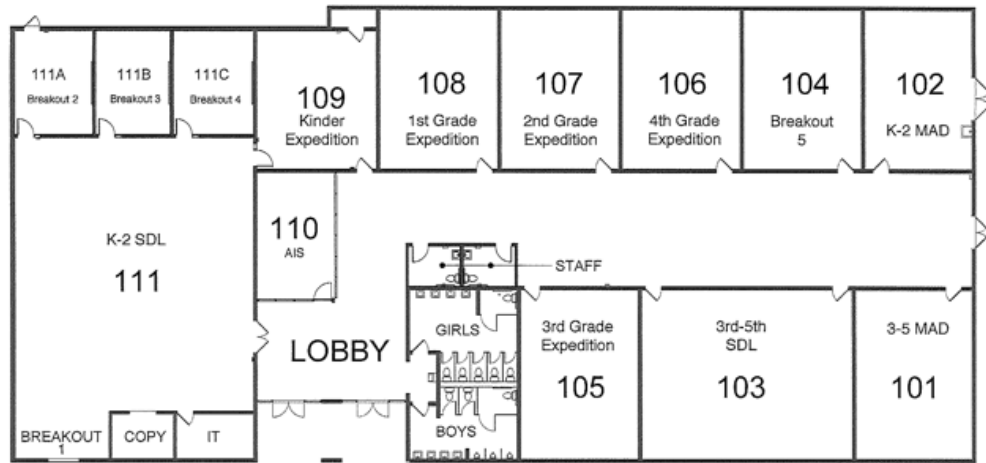
Note: Typically not activated by a Charter School

Situation and Assumptions

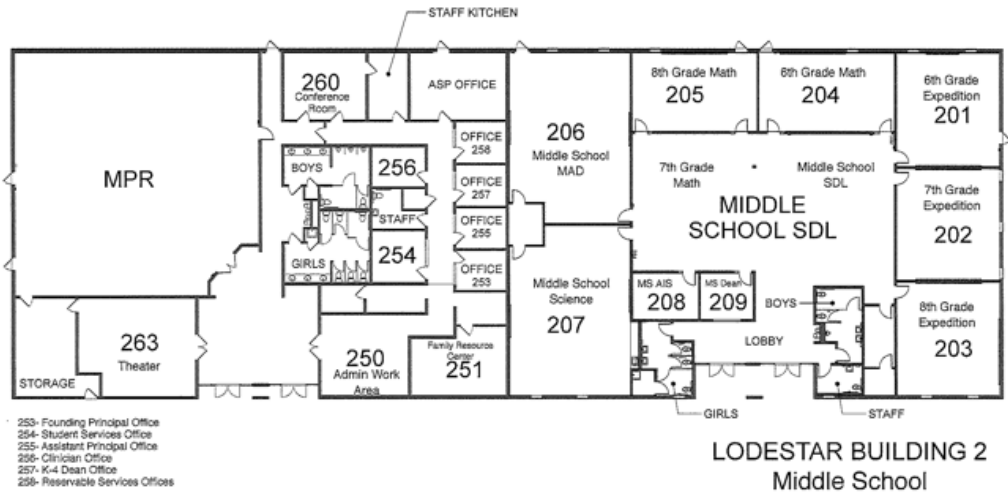
The school is located at 701 10th Ave, Oakland, 94603. The site consists of 3 building. There is an average daily attendance of 650 students and 60 faculty members on the site. In most instances, school staff and/or local fire and law enforcement agencies will handle most of the emergencies on site. During an emergency, centralized direction and control is the most effective approach to management of emergency operations. School administration and staff will coordinate with local emergency response agencies in the event they are called to respond to an emergency.

Communications

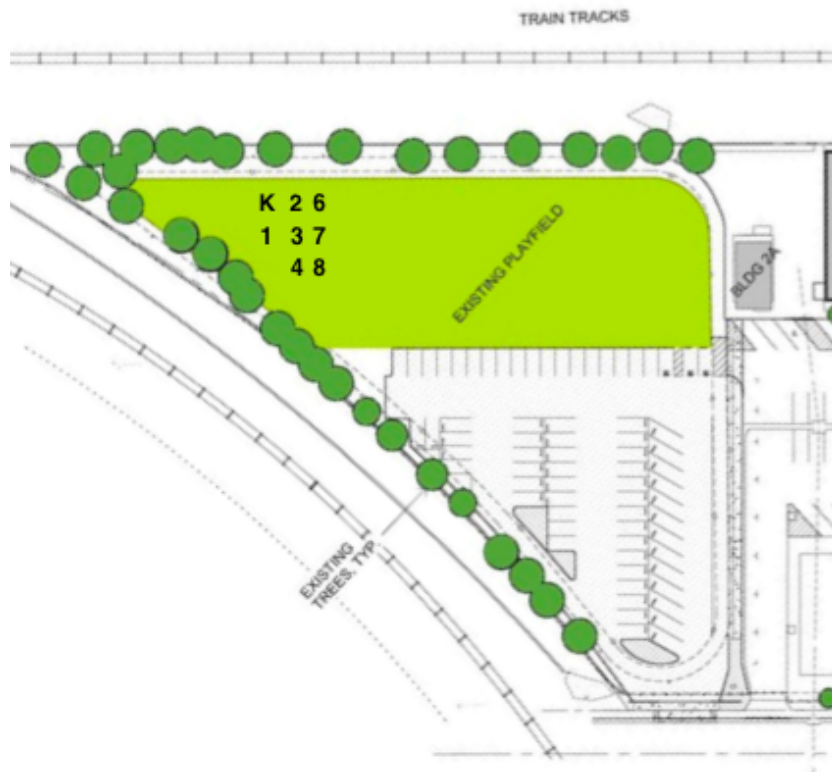
When an emergency condition exists, the Incident Commander will notify the pre-designated personnel to respond to their area of assignment, or make assignments as necessary. The methods of communication that will be used are Intercom, two-way radios, telephones, or runners. Notifications will be given in plain language. Code words shall not be used.



LODESTAR BUILDING 1
Grades K-4



- 253- Founding Principal Office
- 254- Student Services Office
- 255- Assistant Principal Office
- 256- Clinician Office
- 257- K-4 Dean Office
- 258- Reservable Services Offices



**AT MINIMUM INCLUDE THE FOLLOWING INFORMATION ON THE MAP:
(Primary and Alternate evacuation route maps shall be placed in each room)**

NOTE:

Develop a diagram of the entire school site and surrounding area and identify the locations and staging areas. Blue prints of the site should be available in addition to the map or diagram. Blue prints may be necessary in certain fire or law enforcement situations.

Include:

- Primary evacuation routes
- Alternate evacuation routes
- Handicap evacuation areas
- Utility access/shut-off for
 - Gas
 - Water
 - Electricity
 - HVAC System
 - Telephone system
- Site assignments and Staging Areas
- HazMat storage areas
- Heat plants/boilers
- Room numbers

Door locations

EMERGENCY TELEPHONE NUMBER DIRECTORY

Local Law Enforcement (i.e. Oakland PD, Alameda S.D, etc.)	Oakland Police Department	510-777-3333
Fire/Paramedics (i.e. Oakland FD, Alameda Co., etc.)	Oakland Fire Department	510-238-3938
Local Hospital (1)	Highland Hospital	510-437-4865
Local Hospital (2)	Children's Hospital	510-428-3000
Electric Company	Pacific Gas & Electric Company	1-800-734-5000
Gas Company	Pacific Gas & Electric Company	1-800-734-5000
Water Company	East Bay MUD	1-866-403-2683
Animal Control/Shelter	Oakland SPCA	510-569-0702
Position		
CEO	Name	Cell
	Rich Harrison	303-472-6124
Director of Operations	Arlene Aldrette	510-499-3086
Operations Assocaite	Eleazar Madrid	805-212-0971
Principals	Robbie Torney Jeff Camarillo	505-310-9160 562-522-4433
Assistant Principal	Vi Le Jai David	925-520-5417 925-305-8697
Front Desk	Jazmine Cervantes Imelda Rodriguez	510-692-0871 650-440-2521
Dean of Students	Oscar Bermeo Lauren Horton	510-459-1258 TBD
Director of Student Services	Erin Wessledine	510-435-5091
IT Lead	Javier Amaral	510-254-1590
Food Service Lead	Roxana Rodriguez	510-798-3018

Campus Safety Supervisor	Jhony Rojas	510-363-5223
Board President	Kimi Keen	TBD

ICS is the standardized management tool for command, control, and coordination of the response to an emergency. ICS provides a means to coordinate the efforts of individual agencies as they work toward the common goal of stabilizing the incident and protecting life, property, and the environment. ICS uses principles that have been proven to improve efficiency and effectiveness and applies those principles to emergency response for any type of situation.

Responding to emergencies, from a single victim accident to a large-scale disaster, often requires cooperation among several responding agencies. In an emergency, you and other personnel from your school may be called upon to help with the response. You may not be working in your day-to-day position. All emergency response agencies utilize ICS as the organizational structure for emergency response, so it is more efficient for your school to function in the ICS environment as well.

The five major components of ICS, Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration, are the foundation upon which the ICS organization develops. ***These five components will be colorized through the remainder of this section.***

Management: Provides overall emergency policy and coordination. This function is directed by the Incident Commander (IC) who is typically the principal. The IC is assisted in carrying out this function by a Management Team which consists of a Public Information Officer, Safety Officer, and School Liaison.

Operations: Directs all tactical operations of an incident including implementation of response activities according to the emergency procedures including care of students, first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students to parents.

Planning/Intelligence: Collects, evaluates and disseminates information needed to measure the size, scope and seriousness of an incident and to plan an appropriate response. Also documents information about the emergency response and plans for recovery operations.

Logistics: Supports emergency operations by acquiring and providing needed personnel, equipment, facilities, resources and services required for the response including coordinating personnel; assembling and deploying volunteers; and facilitating communications among emergency responders.

Finance/Administration: Oversees all financial activities including purchasing of necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation to FEMA for reimbursement and recovering school records following an emergency.

Within the ICS, an emergency response organization consisting of these five components or *Sections* can be activated, depending on the needs established. These sections may be applied during a routine emergency, when preparing for a major non-emergency event, or when managing a response to a major disaster. In small-scale incidents, all of the components may be managed by one person, the Incident Commander. Large-scale incidents usually require that each component, or section, is set up separately. Each of the primary ICS sections may also be divided into smaller functions as needed and customized for the needs that occur in a school environment.

The Management Section consists of the following functional components:

Incident Commander: the person in charge at the incident and responsible for the overall response to the emergency. The IC may conduct all of the functions of the sections, or activate positions and units as the incident grows, and de-activate them as the incident stabilizes.

Public Information Officer: handles all media inquiries, writes press releases and coordinates the release of information to the media through the Incident Commander.

Safety Officer: monitors safety conditions and develops measures for ensuring the safety of all assigned staff.

School Liaison: is the on-scene contact for other agencies responding to the incident.

The Operations Section consists of the following components:

Search and Rescue Unit: conducts search of every room on campus for victims that are trapped or injured and evacuates them from the building to a triage or safe location.

First Aid/Medical Unit: establishes a medical triage area and provides/oversees care given to the injured.

Fire Suppression/Hazmat Unit: locates and extinguishes small fires as appropriate and evaluates the area for release of any chemicals.

Damage Assessment Unit: performs initial assessment of damage to buildings and structures looking for structural damage, and shuts down utility systems if necessary.

Student Release/Reunion Unit: manages the assembly area for students and ensures proper identification procedures to reunite students with parents or authorized persons.

Assembly Area/Shelter Unit: establishes and sets-up shelter facilities for staff and students required to stay at the site.

Crisis Intervention Unit: provides the immediate mental health assistance needed by staff and students, and assesses long-term mental health requirements.

The Planning/Intelligence Section consists of the following components:

Situation/Resource Status Unit: the collection, evaluation, dissemination, and use of information about the status of the incident and the resources assigned to it.

Documentation Unit: maintains a log of all emergency developments and response actions and other necessary documentation.

The Logistics Section consists of the following components:

Supplies/Distribution Unit: acquires and distributes the necessary resources, supplies, equipment and materials for the response to the emergency.

Transportation Unit: provides for the transportation of students and staff to evacuation sites and for trucks/vehicles to deliver equipment.

Personnel Unit: coordinates the assignment of staff and volunteers to fill positions as needed and requested by the Incident Commander.

Facilities Unit: designates facilities for the ICS organization as necessary and ensures that the accommodations fit the requirements of the function.

The Finance/Administration Section consists of the following components:

Compensation/Claims Unit: processes workers compensation claims and claims for damages related to the emergency response.

Purchasing/Procurement Unit: arranges for purchases of needed equipment, supplies and materials with vendors or pre-designated contractors.

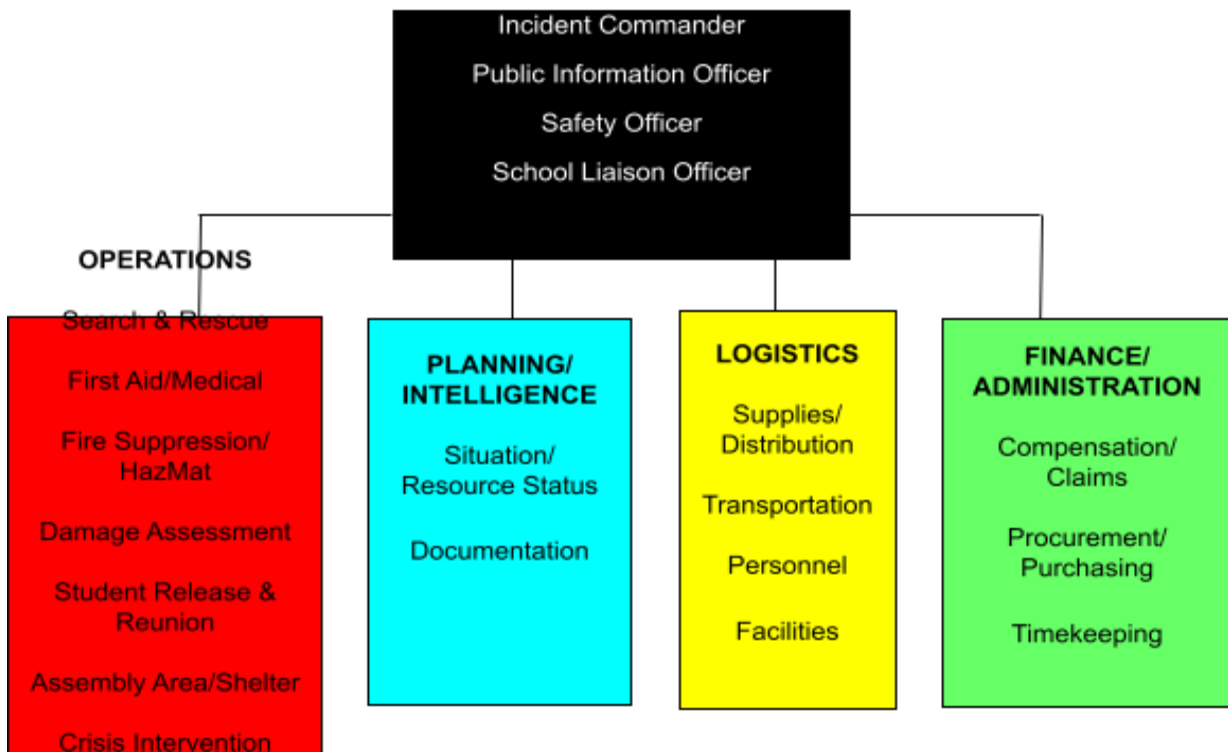
Timekeeping Unit: maintains a log of all and response actions, including financial expenditures, timekeeping, and other necessary documentation.

It is recommended that the school conduct a survey to assess the emergency response related skills, previous training and experience of the school staff to determine who may best work in the different ICS functional positions. Pre-assigning staff to the functional ICS roles will enable each staff member to prepare for the responsibilities they may have during the response to an actual emergency. The school should also evaluate the need for additional emergency response training for staff members. (See Appendix A – Employee Emergency Skills Survey)

ICS Functional Positions		
Position/Unit	Staff Member	Alternate
MANAGEMENT SECTION		
Incident Commander	Ops Assocaite	DoO and/or principals
Public Information Officer	CEO	CAO
Safety Officer	Campus Safety Supervisor	Custodian
School Liaison	CEO	CAO
OPERATIONS SECTION		
Search & Rescue	Dean of students	Campus Safety Supervisor/Custodian
First Aid/Medical	Office Managers	Lead Food Server
Fire Suppression/Hazmat	Dean of Students 1	Dean of Students 2
Damage Assessment	DoF	DoO
Student Release/Reunion	Office Managers	
Assembly Area/Shelter	Lead Food Server	
Crisis Intervention	Director of Student Services	
PLANNING/INTELLIGENCE SECTION		
Situation/Resource Status	Ops Assocaite	
Documentation	Ops Assocaite	
LOGISTICS SECTION		

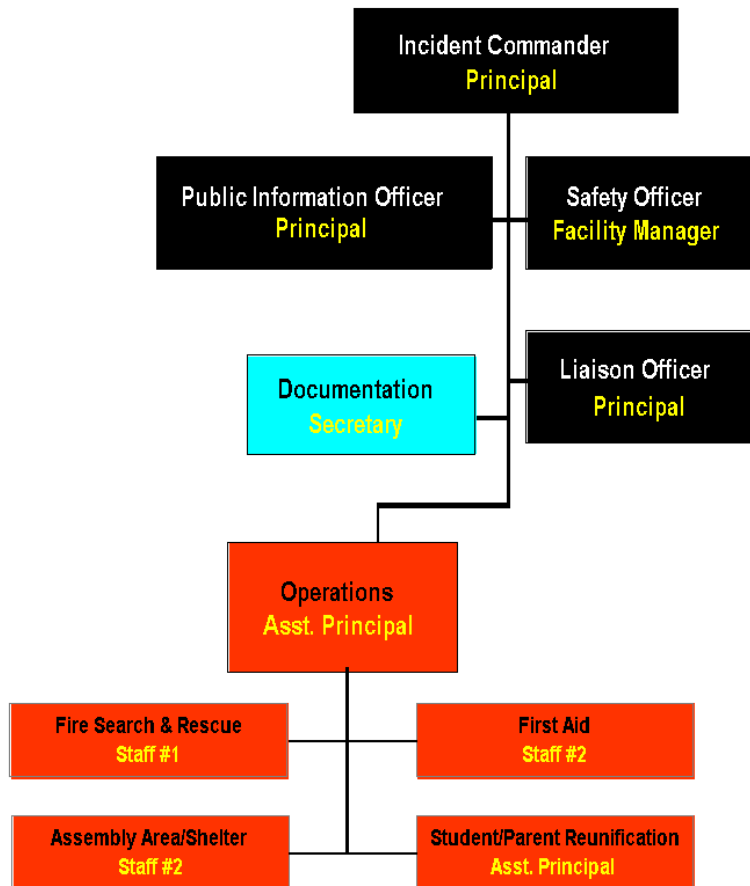
Supplies/Distribution	Lead Food Server	
Transportation	Ops Assocaite	DoF
Personnel	Director of Talent	HR Manager
Facilities	DoO/Ops Assocaite	CEO
FINANCE/ADMINISTRATION SECTION		
Compensation/Claims	DoF	DoO
Purchasing/Procurement	Ops Assocaite	Billing
Timekeeping	Ops Assocaite	Billing

The following ICS organizational chart shows an ICS organization at a typical public school. Each one of the five sections has specific functions that typically occur or need to be conducted during the course of an emergency or disaster. Each functional position has a person or a team tasked with carrying out the responsibilities associated with the position. These positions and their affiliate Sections are outlined as follows:



Inevitably, at some point in an emergency or large scale disaster, most of these functions will need to be conducted. Within the ICS, you can expand the response organization on an as needed basis, activating a functional position when needed, and deactivating positions that are no longer necessary. Typically the school principal assumes the Incident Commander responsibilities and activates the other positions as needed. *Staff may be assigned to perform more than one role, depending on the number of school personnel available to respond.*

The following ICS chart shows what an ICS organization could look like at a typical charter school incident. Note that some staff members perform more than one role.



The following pages are Incident Action Checklists for each ICS position in the school emergency organization that may be activated at the time of an emergency. Staff members that have been pre-assigned a role in an emergency should familiarize themselves with the specific checklist for their pre-assigned position.

MANAGEMENT SECTION – INCIDENT COMMANDER

Primary Responsibilities

- Overall management of the response to the incident
- Assess the severity of the incident
- Make notification to professional/outside emergency responders of the incident
- Establish the Incident Command Post
- Set up check-in procedures at the ICP
- Activate ICS organization positions as necessary
- Establish objectives for the incident action plan
- Ensure the safety of students, staff, volunteers and campus visitors
- Deactivate ICS positions as needed

Start-up Actions

- Put on personal safety equipment
- Read position description
- Assess nature and scope of emergency/disaster
- Determine level of threat to people and facilities
- Implement emergency/disaster plan appropriate to situation (see Appendix C)
- Meet with activated Management Staff and Unit Leaders
- Make sure you assign an alternate Incident Commander

Operational Duties

- Monitor overall response activities by staying in communication with assigned staff in ICS positions
- Work with assigned staff to write overall response objectives and revise as needed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Initiate Student Release when appropriate (*be sure Student Release Unit is set up*)
- Approve media releases for Public Information Officer (PIO) to release information to the appropriate agencies
- Supervise Section activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Terminate all response activities after determining the incident has been resolved
- Ensure that all pending actions will be completed after deactivation
- Initiate recovery operations
- Direct the return of all equipment and reusable supplies to Logistics
- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit.
- Check-out at ICP and leave contact information in case you need to be reached

MANAGEMENT SECTION – PUBLIC INFORMATION OFFICER

Primary Tasks

- Liaison between the school, the media and the public
- Obtain information about the incident to write press releases
- Get press releases approved by the Incident Commander
- Deliver press releases to media and public

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Read position description
- Meet with Incident Commander, Management Staff and Unit Leaders
- Designate a media reception area (*with Incident Commander approval*)
- Advise on-site media of time of first press release or press conference

Operational Duties

- Keep updated on response activities
- Schedule regular press conferences, if appropriate
- Get approval of Incident Commander for all press releases/statements
- Remind staff/volunteers to refer all questions from parents or the media to the PIO
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being made on the Position Activity Log
- Arrange for the translation of announcements and response-related information
- Monitor news broadcasts and correct any misinformation as soon as possible
- Make sure that the Incident Commander is aware of all media-related incidents
- Supervise activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Release PIO staff and volunteers when directed by Incident Commander
- Return all equipment and reusable supplies to Logistics

- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

Guidelines for Speaking to the Media

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

- **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

(See Appendix M – Sample Informational Releases)

MANAGEMENT SECTION – SAFETY OFFICER

Primary Tasks

- Monitor all response operations to ensure the safety of staff, students and others on campus
- Stop any response activity that would create an unsafe situation or put anyone at risk

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Read position description
- Meet with Incident Commander, Management Staff and Unit Leaders

Operational Duties

- Maintain incident records and track response activities
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Monitor emergency response activities for safe practices

- Identify and mitigate on-site hazards and unsafe situations whenever possible
- Stop or modify any unsafe activities/operations
- Ensure that school response units are using appropriate safety equipment
- Anticipate situation/problems before they occur
- Consider probable situation changes (aftershocks, etc.) and how they will affect response activities
- Work with Maintenance/Fire/Site Security Team Leader to determine if buildings are safe to search
- Supervise activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- Release Safety staff and volunteers when directed by Incident Commander
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

MANAGEMENT SECTION – LIAISON OFFICER

Primary Tasks

- Meet with response agencies and organizations such as law enforcement, fire services, the American Red Cross, etc. on behalf of the Incident Commander
- Maintain the check-in log for all staff and volunteers responding to the incident

Start-Up Actions

- If already initiated, take over check-in/check-out procedures. If not, implement these procedures
- Put on personal safety equipment
- Read position description
- Meet with the Incident Commander, Management Staff and Unit Leaders for initial briefing

Operational Duties

- Brief agency representatives on the status of the situation, response priorities, and the incident action plan
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Ensure the coordination of efforts by keeping the Incident Commander informed of agency action plans
- Provide periodic updates to agency representatives as necessary
- Supervise activities, schedule breaks and re-assign staff, as needed

- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Release Liaison staff and volunteers when directed by the Incident Commander
- Return all equipment and reusable supplies to Logistics
- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- Complete Check-in/Check-out Log and provide to Documentation Team. Make sure to leave contact information in case you need to be reached (see Appendix D)

OPERATIONS SECTION – SEARCH AND RESCUE UNIT LEADER

Primary Responsibilities

- Conduct visual search of every classroom, office, storage area, auditorium, bathroom, outdoor area, etc. for trapped or injured victims
- Evacuate trapped or injured victims from their location to a safe place
- Cordon off buildings or locations that are unsafe to enter
- Mark buildings that have been searched with a sign or caution tape
- Ensure that Search and Rescue is conducted with a two-person team

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with IC for briefing and assignments
- Gather and inspect all equipment and supplies
- Check flashlight and radio batteries; perform radio check
- Make sure you and your partner have school site maps

Operational Duties

- Report all gas leaks, fires, and structural damage to the Utilities Unit.
- Inspect the exterior of each building for structural integrity *before* entering.
- Identify unsafe areas with caution tape (**DO NOT** enter unsafe buildings)
- Search **ONLY** structurally sound buildings
- Search assigned areas using established search protocols
- As searched rooms have been cleared, call in report to the IC (“Room B-2 is clear”)
- Perform emergency first aid on severely injured victims first
- Rescue lightly trapped victims afterward
- Transport injured victims to triage area **Remember to use proper lifting techniques to avoid back strain*
- Provide any medical treatment given for injured victims to Medical Unit
- Provide IC with regular updates on numbers and condition of victims (*Use proper protocol, i.e., no names are broadcast over the radio.*)
- Note damage on your team map and relay information to the IC
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log (see Appendix N)

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs, paperwork and other documents and turn them over to the Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – FIRST AID/MEDICAL UNIT

Primary Responsibilities

- Establish a medical triage area with CPR/first aid trained staff or volunteers
- Provide care and oversee status of injured people
- Request advanced medical care when necessary
- Provide personal protective equipment (latex gloves, bandages, etc.) when needed
- Document any and all care given to injured and pass information on to professional medical responders

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Gather all supplies and personal safety equipment and transport to site of medical triage area
- Set-up medical triage area away from public view. Area should be accessible to emergency vehicles
- Set-up morgue (*if needed and if long response time from Coroner*)
- Assess need to set-up intervention/counseling area with Crisis Intervention Unit

Operational Duties

- Maintain accurate treatment records using the Medical Treatment Form
- Monitor/assess patients at regular intervals
- Report deaths immediately to IC (*by runner, NOT over the radio*)
- When transportation becomes available, facilitate patient evacuation and note status on Medical Treatment Form (*maintain original Medical Treatment Forms*) (see Appendix I)
- If injured student is transported off campus, send a copy of student emergency contact card with him/her (*request copies from Documentation Unit*)

If sufficient staffing for Medical Team - Set Up Treatment Areas "Immediate" and "Delayed"

- Have team members check-in at the ICP
- Assign one team member to do intake:
 - Greet injured student/staff, reassess and/or confirm triage category
 - Direct victim or transport of victim to appropriate treatment area.
- Assign one team member to conduct "head to toe" assessment
- Provide appropriate first aid
- Fill out Medical Treatment Form. If triage category changes, attach any previous tags to current tag
- Monitor condition of "delayed" victims and watch for any changes in condition
- Maintain Medical Treatment Forms for all victims

Deactivation

- Oversee the closing of the first aid station
- Direct the proper disposal of hazardous waste
- Release Medical Team per direction of the IC
- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – FIRE SUPPRESSION/HAZMAT UNIT

Primary Responsibilities

- Locate and extinguish small fires as appropriate
- Shut off utilities that could be hazardous or fire danger and report to IC
- Evaluate areas for any release or potential release of chemicals
- Cordon off hazardous areas with caution tape
- Ensure Fire Suppression/Hazmat is conducted with a two-person team
- This position could be assigned in conjunction with the Damage Assessment/Utilities Unit

Start-Up Actions

- Check-in at the ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- Survey on-campus hazards and prioritize team response
- Work with Safety Officer to determine if buildings are safe to begin search and coordinate with Search and Rescue Unit
- Make sure you have a school site map

Operational Duties

- Control and/or suppress small fires
- Check for gas leaks or any other potential hazard that could start a fire
- Determine building damage levels before entering and inform IC if buildings are not safe to enter for a search
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Release Team members per direction of IC
- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit

- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – DAMAGE ASSESSMENT/UTILITIES UNIT

Primary Responsibilities

- Perform initial assessment of buildings and structures looking for structural damage
- Check gas meters, electrical outlets and wires, water pipes, filters, systems for damage
- Turn off utility if damaged and poses a hazard
- Cordon off the areas of hazard with caution tape
- This position could be assigned in conjunction with the Fire Suppression/Hazmat Unit

Start-Up Actions

- Check-in at the ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- Utilize Damage Assessment Checklist (Appendix B) to survey buildings
- Survey on-campus hazards and prioritize team response
- Work with Damage Assessment Unit and Safety Officer to determine if buildings are safe to begin search
- Coordinate with Search and Rescue Unit and Fire Suppression/Utilities Unit
- Make sure you have a school site map

Operational Duties

- Check gas meter and shut it off **ONLY IF IT IS LEAKING**
- Secure on-campus water system
- Survey buildings for potential hazards and post warnings with signs and caution tape
- If possible, determine damage levels and inform IC if buildings are not safe to enter for a search
- Provide clear routes for campus access for emergency response vehicles
- Maintain security for campus and ensure facility is inaccessible to public
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Release staff and volunteers per direction of IC
- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – STUDENT RELEASE/REUNION UNIT

Primary Responsibilities

- Account for students in the Assembly Area by conducting roll call
- Track missing students and staff
- Ensure proper identification procedures to reunite students with parent or authorized person for student release
- Supervise student Assembly Area
- Maintain accurate account of students

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Gather all equipment and supplies
- Attend a briefing with the IC
- Set-up secure Request and Release Gates
- Post alphabetized signage on Request Table (i.e., A-F, G-L, M-R, S-V, W-Z)
- Get Student Emergency Contact Cards from Documentation Unit

Operational Duties

- Check with school secretary to account for staff absences, substitutes or visitors
- Determine if there are any staff/visitors unaccounted for and refer to Safety Officer
- Gather classroom rosters from teachers to account for all enrolled students

Request Gate Staff

- Divide Student Emergency Cards that correspond with table signage
- Verify ID of adult requesting to pick up student (see Appendix F)
- Send runner to assembly area for requested student(s)
- Direct requestor to Release Gate to wait for their student(s)

Runners

- Retrieve student(s) from Assembly Area Unit
- If student is absent, missing, or receiving first aid, direct parent/guardian to proper location, i.e., First Aid area, Crisis Intervention area, etc.
- Release student(s) to parent/authorized adult when directed by Release Gate Staff and return to Request Gate

Release Gate Staff

- Match adult requester to student(s)
- Verify requester ID and have them countersign Student Request Form
- Release Student(s) (see Appendix G)
- Release Runner to return to Request Gate

- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Close down tables and return all equipment and reusable supplies to Logistics.
- Make sure all confidential information (i.e., student emergency contact cards) is returned to Documentation Unit for secure storage
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out and leave contact information in case you need to be reached

OPERATIONS SECTION – ASSEMBLY AREA/SHELTER UNIT

Primary Responsibilities

- Lead students to temporary Assembly Area
- Oversee the care and needs of students in the Assembly Area
- Establish a shelter for students/staff required to stay at the school site
- Manage and staff the shelter in accordance with Shelter Procedures

Start-Up Actions

- Check-in at ICP
- Attend a briefing with the IC
- Put on personal safety equipment
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- If designated assembly/shelter site is destroyed or inaccessible, consult with IC to determine alternate location(s)
- Initiate shelter set-up or, *if evacuating*:
 - Confirm that assembly area and routes to it are safe
 - Count/observe classroom evacuations (make sure all exit)

Operational Duties

- Ensure initial record of all students and staff in shelter/assembly area is made and that it is updated regularly during the incident
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Monitor safety/well being of students and staff in shelter or assembly area
- Oversee the procurement and distribution of food and water
- Direct set-up of sanitary facilities when necessary
- Coordinate Student Release with Student Release Unit when directed by IC
- Administer *minor* first aid, as needed
- Supervise team activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Close shelter per direction of IC, release staff and volunteers
- Collect all logs, documentation and paperwork and provide to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – CRISIS INTERVENTION UNIT

Primary Responsibilities

- Assess the immediate crisis intervention required by students and staff involved
- Consider the long-term mental health support needs of students and staff
- Provide counseling/crisis intervention by contracting with licensed provider

Start-Up Actions

- Check-in at ICP
- Meet with IC for a briefing
- Put on personal safety equipment
- Establish a quiet location to conduct crisis intervention/counseling
- Gather all supplies and transport to intervention/counseling site

Operational Duties

- Set-up campus intervention/counseling site
- Provide for and monitor well being of staff, students, and volunteers
- Maintain log of all assistance given and nature of that assistance
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Communicate need for outside assistance to IC
- Cooperate with outside agency crisis intervention teams
- When necessary, request student emergency contact cards from Documentation Unit

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached.

PLANNING/INTELLIGENCE SECTION – SITUATION ANALYSIS

Primary Responsibilities

- Collect, organize and analyze information about the emergency
- Provide current situation analysis by visual displays for IC and Management Staff
- Give periodic updates of the emergency situation to the IC

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with the IC for a briefing
- Gather all supplies and set up work area

Operational Duties

- Record appropriate response-related information on site map (and keep it current)
- Facilitate the updating of the site map throughout the response
- Assess and analyze situation-relevant information
- Anticipate situations and potential problems and develop contingency plans
- Keep IC informed by relaying information gathered from field units
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs, paperwork and documentation and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

PLANNING/INTELLIGENCE SECTION – DOCUMENTATION

Primary Responsibilities

- Maintain a log of all emergency developments and response actions
- Keep Student Emergency Contact Cards for use at the Medical Unit and Student Release/Reunion Unit
- Assess the severity of the incident

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with IC for a briefing
- Check communications equipment to monitor verbal communications orders
- Gather all supplies and set up work area

Operational Duties

- Maintain Student Emergency Contact Cards, making copies for staff when necessary
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Dispatch runners to relay messages to Incident Commander, Management Staff, Unit Leaders, as needed
- Ensure all radio and verbal communications are recorded on Position Activity Log
- Refer all media requests to the PIO
- File all reports as they are turned in. *Although a permanent log may be typed up at a later date; all original notes and records MUST be kept—they are legal documents.*

Deactivation

- Collect all Student Emergency Contact Cards and secure them
- Close out all logs and pending messages, and turn over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – SUPPLIES AND DISTRIBUTION UNIT

Primary Responsibilities

- Acquire supplies, equipment and materials as requested and distribute
- Obtain necessary food, water, sanitary items for immediate use
- Request purchases of supplies as needed to the Purchasing Unit

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all necessary supplies and equipment

Operational Duties

- Distribute supplies and equipment as requested
- Track all supplies, equipment, materials, sundry items that are distributed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Make requests for purchases of supplies as needed to the Purchasing Unit
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies
- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – TRANSPORTATION UNIT

Primary Responsibilities

- Procure transportation vehicles to evacuate students and staff
- Use trucks/vehicles to deliver equipment to and from campus
- Assist in providing traffic routes for emergency vehicles on and off campus

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment needed

Operational Duties

- Provide for transportation needs as assigned by IC and various Unit Leaders
- Assess the need for and use of vehicles on campus

- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Facilitate the return of vehicles to pre-incident locations
- Complete/close-out all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – PERSONNEL UNIT

Primary Responsibilities

- Track assigned staff to the emergency and re-assign when Unit is de-activated
- Assess skills of volunteers and assign people as requested by Units
- Assignments are based on a persons experience and training, not by their daily job assignment.

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather necessary supplies and set up work station

Operational Duties

- Survey skills and experience of staff/volunteers to make assignments to Units
- Track assigned staff and notify IC when staff is available for assignment
- Issue needed equipment and supplies to personnel being assigned
- Coordinate with the Timekeeping Unit for accurate records of personnel
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies
- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – FACILITIES UNIT

Primary Responsibilities

- Assess and locate facilities that could be used during the emergency response
- Ensure the facility fits the accommodations necessary to conduct the operations
- Assess the severity of the incident

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather necessary supplies and equipment

Operational Duties

- Assess facility for listed accommodations as needed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Secure and restore facilities when no longer needed for the incident
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies
- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – COMPENSATION/CLAIMS UNIT

Primary Responsibilities

- Process workers compensation claims for injured employees
- Receive claims for damages related to the emergency response
- Maintain accurate records of all claims related to the emergency response

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment as necessary

Operational Duties

- Track staff and volunteer hours
- Track response-related purchases
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Process purchase requests from Logistics Section Chief

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Unit and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – PURCHASING/PROCUREMENT UNIT

Primary Responsibilities

- Arrange for purchases of necessary equipment, supplies and materials
- Utilize pre-designated vendor contracts for purchases
- Seek vendors for materials or services that are not pre-designated
- Track all expenditures related to the incident

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment as needed

Operational Duties

- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Get approval from the IC for purchases requested

- Process purchase requests from Logistics
- Utilize pre-designated vendor contracts for purchases
- Seek vendors for materials or services that are not pre-designated
- Track all purchases and item requests

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Unit and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – TIMEKEEPING UNIT

Primary Responsibilities

- Maintain a log of all personnel hours working at the emergency
- Track all equipment hours related to the incident
- Set up a timekeeping system to ensure accurate records of the incident

Start-Up Actions

- Check-in at ICP
- Meet with the Documentation Unit for a briefing
- Open Go-Kit and put on personal safety equipment
- Gather all supplies and equipment as needed

Operational Duties

- Track staff and volunteer hours
- Track response-related purchases
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Team and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

The goal of recovery is to return to learning and restore the infrastructure of the school as quickly as possible. Focus should be on students and the physical school site, and to take as much time as needed for recovery. School staff can be trained to deal with the emotional impact of the crisis, as well as to initially assess the emotional needs of students, staff and responders. One of the major goals of recovery is to provide a caring and supportive school environment. Financial recovery and protection of the school's assets are also crucial to the overall restoration of the educational process.

Plan for recovery in the preparedness phase. Determine the roles and responsibilities of staff and others who will assist in recovery during the planning phase. Seek out counseling services so as to train school staff to assess the emotional needs of students and colleagues to determine intervention needs. Experience shows that after a crisis many unsolicited offers of assistance from outside the school community are made. During planning, you may want to review the credentials of service providers and certify those that will be used during recovery.

Also, during the preparedness phase, local vendors who can assist in various recovery efforts should be identified. Items and services, such as debris removal, carpet repair and replacement, cleaning services, computer data recovery, fire restoration, structural engineers, tree damage/repair/removal, etc. should be arranged for in advance of an emergency situation.

Crisis Intervention Team. Service providers in the community may want to assist after a crisis. With prior planning, those with appropriate skills and certifications may be tapped to assist in recovery. This will help school personnel coordinate activities of the community service providers and see that procedures and intervention goals are followed.

Return to the "business of learning" as quickly as possible. Experts agree that the first order of business following a crisis is to return students to learning as quickly as possible. This may involve helping students and families cope with separations from one another with the reopening of school after a crisis.

Provide information on the incident to the appropriate person(s). Follow the chain of command when providing information about an incident. All information is to be disseminated through the school PIO position. It is important to have a single message being sent out to parents, staff, the community and the media. Be clear about what steps have been taken to attend to student safety. Let families and other community members know what support services the school is providing or what other community resources are available. Messages to students should be age appropriate. It may be necessary to translate letters and other forms of

communication into languages other than English depending on the composition of the communities feeding the affected school. Be sure to consider cultural difference when preparing these materials.

Focus on the building, as well as people, during recovery. Following a crisis, buildings and their grounds may need repairing, renovation or repainting/re-landscaping. Conduct safety audits and determine the parts of the building that can be used and plan for repairing those that are damaged.

Provide assessment of emotional needs of staff, students, families and responders. Assess the emotional needs of all students and staff, and determine those who may need intervention by a counselor, social worker, psychologist or other mental health professional, if available. Arrange for appropriate interventions by school or community-based service providers. In addition, available public services could be pre-identified for families who may want to seek treatment for their children or themselves. Appropriate group intervention may be beneficial to students and staff experiencing less severe reactions to the crisis. Group interventions should be age appropriate.

Provide stress management during class time. Trauma experts emphasize the need to create a caring, warm and trusting environment for students following a crisis. Allow students to talk about what they felt and experienced during the traumatic event. Younger children who may not be able to fully express their feelings verbally will benefit from participating in creative activities including drawing, painting or writing stories. Young adolescents benefit from group discussions in which they are encouraged to talk about their feelings, as well as from writing plays or stories about their experiences. Engage older adolescents in group discussions, and address any issues of guilt ("I could have taken some action to change the outcome of the crisis").

Take as much time as needed for recovery. An individual recovers from a crisis at his or her own pace. Recovery is not linear. After a crisis, healing is a process filled with ups and downs. Depending on the traumatic event and the individual, recovery may take months or even years.

Remember anniversaries of crises. Many occasions will remind staff, students and families about crises. The anniversary of a crisis will stimulate memories and feelings about the incident. In addition, other occasions may remind the school community about the crises, including holidays, returning to school after vacations and other breaks, as well as events or occasions that seemingly have little connection to the incident. This underscores the notion that recovery may take a longer time than anticipated.

Staff members need to be sensitive to their own as well as the students' reactions in such situations and provide support when necessary.

- Assemble a Crisis Intervention Team as needed.
- Strive to return to learning as quickly as possible.
- Restore the physical school site, as well as the school community.
- Restore communications systems.
- Institute data recovery procedures.
- Make arrangements for alternative housing for classes and offices, if necessary.
- Monitor how staff are assessing students for emotional impact of the crisis.
- Identify what follow up interventions are available to students, staff and first responders.
- Conduct debriefings with staff and first responders.
- Assess curricular activities that address the crisis.
- Allocate appropriate time for recovery.
- Plan how anniversaries of events will be commemorated.
- Capture "lessons learned" and incorporate them into revisions and trainings.
- Complete all paperwork and reports for financial aid for disaster relief if available.
- Work with local or state emergency services professionals to maximize your cost-recovery efforts.

Government Assistance Programs

The following are recovery programs typically available after a disaster. Not all programs may be applicable to Charter Schools or activated in response to every disaster. In addition, other governmental actions (such as tax relief) and programs (e.g., job training services) may be implemented if disaster conditions warrant. *Consult with your Charter School's legal counsel for applicability.*

- **Local Emergency Proclamation Required**

- **California Disaster Assistance Act (CDAA)** – The CDAA (Government Code § 8680-8692) authorizes the Director of the California Emergency Management Agency (CalEMA) to administer a financial assistance program from the state for costs incurred by local governments as a result of a disaster. This program offers public schools up to 75% of the eligible costs to repair, restore, reconstruct or replace disaster-related damage to buildings; covers direct and indirect costs of grant administration; and covers the cost of overtime and supplies used in response. The remaining 25% cost share is the responsibility of the local government.

- **Governor's State of Emergency Proclamation Required**

- **California Disaster Assistance Act (CDAA)** – With a Governor's Proclamation, a local agency may receive reimbursement (75%) for permanent repair, replacement, restoration costs for disaster-damaged facilities. The remaining 25% cost share is the responsibility of the local government.

- **Presidential Emergency Declaration Required**
Federal Emergency Management Agency Emergency Declaration – With an Emergency Declaration, a local agency, state agency, Indian Tribe or certain non-profit agencies may get reimbursement (75%) for emergency work up to a limit of \$5 million per event. Local agencies may also receive cost-sharing assistance under the provisions of the CDAA for the remaining 25% local share. CDAA assistance is provided on a 75% (state) / 25% (local) cost-sharing basis, which yields a local cost share of 6.25%.

Note: For disaster assistance, charter K-12 schools may first be required to make a claim with their insurance provider, then apply to the Small Business Administration (SBA) for a Physical Disaster Loan (up to \$1.5 million), and then, if rejected by SBA or if there is damage above \$1.5 million, the school can apply to FEMA for additional assistance.

For more information contact the California Emergency Management Agency at ((916) 845-8100 or <http://www.calema.ca.gov> and FEMA at 800-621-FEMA or online at <http://www.fema.gov/assistance/register.shtm> for appropriate updated forms to use for disaster recovery documentation and requests.

The following Emergency Action Procedures are designed for staff to follow in the event they need to take immediate steps to protect students, themselves and others during an emergency occurrence. All staff members need to familiarize themselves with these procedures and all students must be trained in what to do when any of these common emergency actions are implemented.

DROP, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. It is an appropriate action for:

- Earthquake or Explosion

ANNOUNCEMENT:

The following is an example announcement that would be made over the public address system and/or by teachers in the classrooms:

Example: **"Attention please. We are experiencing seismic activity. For your protection, follow DROP, COVER AND HOLD ON procedures. Get under a table or desk, away from windows and anything that could fall and hurt you. Hold that position until the shaking stops or until you receive further instructions."**

STAFF AND STUDENT ACTIONS:

Inside

- ❑ Prior to an Earthquake or Explosion, arrange desks so that they do not face windows.
- ❑ Instruct students to move away from windows.
- ❑ Immediately drop to the floor under desks, chairs or tables. With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.
- ❑ Remain in place until shaking stops. When quake is over, leave building if it is determined to be unsafe to remain inside. **Do not run.** Avoid routes with architectural overhangs. Do not re-enter building until declared safe by competent authority.

Outside

- ❑ Instruct students to move away from buildings, trees, overhanging wires and **DROP, COVER and HOLD ON (if anything is nearby to hold onto).**
- ❑ Upon the command **DROP, COVER AND HOLD ON**, immediately move away from objects which might topple over, drop to the ground or get under a table close by, place head between knees, and cover back of neck with arms and hands.
- ❑ Remain in place until shaking stops.

EVACUATION is implemented when conditions make it unsafe to remain in the building. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety. Evacuation is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

ANNOUNCEMENT:

1. Fire alarm (bell, horn signal, PA system, bullhorn, etc.).
2. Provided time is available, the following is an example of an announcement made over the public address system:

Example: **"Attention please. We need to institute an EVACUATION of all buildings. Teachers are to take their students to their designated Evacuation Area. Students please remain with your teacher."**

3. Use messengers with oral or written word to deliver additional instructions to teachers.

PRINCIPAL/SITE ADMINISTRATOR:

- ❑ The Evacuation Area should be a safe location on the school campus away from the building and where it wouldn't conflict with emergency response equipment that may arrive at the school. If unsafe for the current emergency, designate an alternate Evacuation Area.
- ❑ When clearance to return to the buildings is determined or received from appropriate agencies, announce an "all clear" to return to classrooms and resume school activities.
- ❑ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- ❑ Instruct students to leave the building in an orderly manner using the designated evacuation routes and reassemble in the assigned Evacuation Area.
- ❑ Take the emergency supplies and student roster when leaving the building and take attendance when the class is reassembled in a safe location. Report attendance to the Incident Commander/designee.
- ❑ Remain in the Evacuation Area until further instructions are given.
- ❑ Wait for another ACTION or announce an "all clear" and instruction to return to school buildings and normal class routine.

HOW TO ASSIST THOSE WITH DISABILITIES DURING AN EVACUATION

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapors immediately

To alert visually-impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell person where you are going, obstacles you encounter.
- ❑ When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain person's attention -OR-
- ❑ Indicate directions with gestures -OR-
- ❑ Write a note with evacuation directions.

To evacuate individuals using crutches, canes or walkers

- ❑ Evacuate these individuals as injured persons.
- ❑ Assist and accompany to evacuation site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-
- ❑ Help carry individual to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.
- ❑ Reunite person with the wheelchair as soon as it is safe to do so.

LOCKDOWN is used to prevent intruders from entering occupied areas of the building, or when it is necessary to isolate students and school staff from danger on the school grounds or from within a building. During a Lockdown, all exterior doors are locked, and students and staff are to remain in the classrooms or designated locations at all times. Teachers and other school staff are responsible for accounting for students and ensuring that no one leaves the classroom or safe area. A Lockdown is not normally preceded with any warning. Lockdown is considered appropriate for, but is not limited to, the following types of emergencies:

- Gunfire • Rabid animal at large • Extreme violence outside the classroom

LOCKDOWN differs from **SHELTER-IN-PLACE** because it does not involve shutting down the HVAC systems to provide protection from outside air and does not allow for the free movement of staff and students within the building.

ANNOUNCEMENT:

1. The following is an example of an announcement that could be made in person or over the public address system:

Example: **"Attention please. We have an emergency situation and need to implement LOCKDOWN procedures. Teachers are to lock classroom doors and keep all students inside the classroom until further notice. Do not open the door until notified by an administrator or law enforcement."**

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ❑ Make the announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided.
- ❑ Call 911. Provide location; status of campus; all available details of situation.

- ❑ When clearance is received from appropriate agencies, announce an “all clear” instruction to indicate that it is safe to unlock the doors and return to the normal class routine.
- ❑ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- ❑ Immediately lock doors and close any shades and/or blinds if it appears safe to do so
- ❑ Instruct students to move away from the windows and to get down on the floor.
- ❑ Remain in the classroom or secured area until further instructions are provided by the principal or law enforcement.

SHELTER-IN-PLACE is a short-term measure implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air. Shelter-in-place is considered appropriate for, but is not limited to, the following types of emergencies:

- Gas Leaks
- External Chemical Release
- Hazardous Material Spills
- Dirty Bombs

ANNOUNCEMENT:

1. The following is an example of an announcement that could be made in person or over the public address system:

Example: **"Attention please. We have a hazard in the community and are instituting SHELTER-IN-PLACE procedures. Students and staff should remain inside with windows and doors securely closed and air conditioning units turned off. Those who are outside should immediately move to the protection of an inside room. Do not go outdoors until you receive further instructions."**

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ❑ Make an announcement on the public address system. Give clear instructions, remain calm and convey reassurance that the situation is under control.
- ❑ When clearance is received from appropriate agencies, announce an “all clear” instruction to indicate that the normal school routine can resume.

- ❑ Make arrangements for central HVAC shutdown, as necessary.

TEACHER and STAFF ACTIONS:

- ❑ Immediately clear students from the halls. Stay away from all doors and windows.
- ❑ Keep all students in the classroom until further instructions are received. Assist those needing special assistance.
- ❑ Secure individual classrooms:
 - a) Close and lock doors and windows
 - b) Seal gaps under doors and windows with wet towels or duct tape
 - c) Shut down the classroom HVAC system
 - d) Turn off local fans in the area
 - e) Seal vents with aluminum foil or plastic wrap
- ❑ Remain in the classroom or secured area until further instructions are provided by the principal or emergency responders

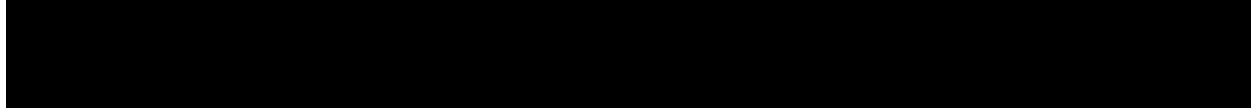
STUDENT ACTIONS:

- ❑ Proceed to the classroom, if it is safe to do so, or to a nearby classroom or other rooms (e.g., auditorium, library, cafeteria, multi-purpose room). If these are unsafe, follow instructions to proceed to an alternative indoor location.

EMERGENCY RESPONSE PROCEDURES

<i>AIRCRAFT CRASH</i>	DATE / /
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Emergency response will depend on the size of the aircraft, nature of the crash and proximity to the school. If it is safe to remain inside the building, all students should be kept in the school under supervision. The crash may also result in an explosion, chemical spill or utility interruption.



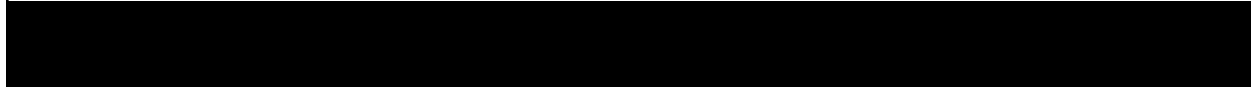
x	TIME	PRINCIPAL	NOTES
		Notify police and fire department (call 9-1-1).	
		Implement immediate Evacuation procedures to a safe location, on or off campus as necessary.	
		Account for all building occupants and determine extent of injuries, numbers injured, etc.	
		Initiate search and rescue of injured occupants from building and begin first aid treatment.	
		If the crash results in a fuel spill on school property, isolate contaminated victims (refer to HazMat checklist).	
		Consider activating Emergency Plan, ICS organization and Incident Command Post.	
		Secure area to prevent unauthorized access from the public, parents or media.	
		Do not allow re-entrance to any buildings until the authorities provide clearance to do so.	
		If directed by authorities to close school, implement student release procedures	
x	TIME	STAFF ACTIONS	NOTES
		Notify Principal.	
		Move students away from immediate vicinity of the crash.	
		Evacuate students from the building using primary and/or alternate routes to a safe assembly area away from the crash scene. Take class roster and emergency supplies.	
		Check school site to ensure that all students are in the evacuation area.	
		Take attendance at the evacuation area.	
		Report missing students to the principal and emergency response personnel.	
		Maintain control of the students a safe distance from the crash site.	
		Initiate first aid for any injured students or staff.	
		If given an all clear by authorities to return to the building, escort students back to the classroom.	
		If directed by authorities to close school, assist in student release procedures.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES

		Assist emergency responders with utility shut-off as needed.	
		Ensure emergency responders have access to buildings/rooms.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Notify parents of situation and prognosis.	
		Consider activating mental health professionals as appropriate.	
		Consider notifying Charter Management Organization.	
PRIORITY PROCEDURES			NOTES
AIRCRAFT CRASHES NEARBY THE SCHOOL			(person contacted, call back phone numbers, etc.)
x	TIME	PRINCIPAL	NOTES
		Notify police and fire department (call 9-1-1).	
		Implement Shelter-in-Place as necessary.	
		Ensure that students and staff remain a safe distance from the crash site.	
		Authorities will secure area to prevent unauthorized access.	
		If directed by authorities to close school, implement student release procedures.	
x	TIME	STAFF ACTIONS	NOTES
		Notify principal.	
		Move students away from immediate vicinity of the crash.	
		Account for all students. If any students were away from class, ensure safe return to classroom.	
		Remain inside with students unless subsequent explosions or fire endangers the building.	
		If school closes, assist in student release procedures.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Assist emergency responders with securing school as directed.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Notify parents of situation and prognosis.	
		Consider notifying Charter Management Organization.	

<i>ASSAULT/FIGHTING</i>		DATE / /	
Violence or threat of physical harm to students, staff, administrators or other persons <u>not</u> involving a dangerous weapon or firearm.			
x	TIME	PRINCIPAL	NOTES
		Ensure safety of other students/staff by clearing halls, room, or immediate vicinity. Maintain safe distance from combatants.	
		Approach in a calm manner and direct combatants to stop fighting. Call 9-1-1 if necessary.	
		Separate combatants to a safe area, if possible.	
		Determine who has been injured, and the extent of injuries. Request medical help as needed.	
		If suspect has already left the scene, obtain suspect identification, description, location, direction of travel, vehicle description, etc.	
		Notify Law Enforcement Agency or School Resource Officer for follow up.	
		Preserve any evidence for law enforcement purposes.	
		Identify any witnesses to the assault or fight.	
		Conduct investigation and follow school discipline policies and administrative procedures.	
		Notify parents of any students that are involved in the incident.	
		Determine consequence for the offender(s). This could include: suspension, in-school punishment, or criminal charges.	
		Debrief with school staff.	
x	TIME	STAFF	NOTES
		Immediately notify principal and call 9-1-1 if necessary.	
		Approach in a calm manner and direct combatants to stop fighting.	
		Escort combatants to the office, keeping them isolated from other students.	
		Assess extent of injuries, administer first aid and seek further medical support as needed.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Assist principal or designee with notifying parents of victims.	
		If the situation warrants, prepare a written statement for staff to read to students at school and send to parents/guardians describing the facts known at the time and procedures for accessing support as needed.	

<h1 style="margin: 0;">BOMB THREAT</h1>	DATE / /
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Receipt of an oral or written threat of a bomb or discovery of a suspicious device or note. Schools are primarily responsible for assessing the threat. The decision to evacuate rests with the school, *not emergency responders*, UNLESS a device is located.



x	TIME	PERSON RECEIVING THREAT	NOTES
		Record exactly what the caller says using the following questions	
		Ask the caller: Time bomb set to denote? _____ Where it's located? _____ Is it visible or hidden? _____ What it looks like? _____ Type of bomb? _____ Why placed at school or on grounds? _____ How it got on campus? _____	
		Note caller accent, age, sex, noise, mental state, etc.	
		If available, write down caller's <i>Caller ID</i> number	
		Notify the principal as soon as possible	
		If threat is a written note, place in envelope to preserve any fingerprints. Avoid handling the written note if possible.	
		If written on door, wall, etc. cordon off area for evidence.	
		If suspicious device or package is found, DO NOT TOUCH ITEM, and clear immediate area. Notify law enforcement immediately.	
		Prepare to provide information for police report.	
x	TIME	PRINCIPAL	NOTES
		<i>Restrict use cell phones, radios or fire alarm system because of risk of activating a device.</i>	
		Contact police department and give information for assessment.	
		Determine, with assistance of law enforcement, if bomb threat is credible.	
		Decide whether or not to evacuate the building. If evacuating, establish the evacuation area a safe distance from the buildings. Check evacuation site for anything suspicious prior to evacuating.	
		Have staff check their immediate area for suspicious packages or devices. Report findings to principal or emergency responders.	

		Consider implementing Emergency Plan, ICS organization and Incident Command Post.	
		Ensure accountability of all students and staff.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Check buildings and grounds for any suspicious devices, abandoned backpacks, boxes, etc. that do not belong to anyone or seem out of place. Report findings to principal or police.	
x	TIME	STAFF	NOTES
		Check your immediate area for any suspicious devices, abandoned backpacks, boxes, etc. that do not belong to anyone or seem out of place. Report to principal or police.	
		<i>Restrict use cell phones, radios or fire alarm system because of risk of activating a device.</i>	
		If suspicious device or package is found, DO NOT TOUCH ITEM, and clear immediate area. Notify law enforcement and the principal immediately.	
		If directed, evacuate students to safe distance away from buildings. Bring class roster and emergency supplies.	
		Take attendance in evacuation area and immediately report missing students.	
		Be prepared to treat injuries that may arise.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		If the situation warrants, prepare a written statement for staff to read to students at school and send to parents/guardians describing the facts known at the time and procedures for accessing support as needed.	
		Prepare press release for media. When communicating with the media, always coordinate with emergency response agency for clear, consistent message.	
		Consider notifying Charter Management Organization.	

<h1><i>EARTHQUAKE</i></h1>	DATE / /
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Earthquakes strike without warning. The effect of an earthquake varies depending on the size, duration, and location of the quake. Damage within a building depends on the type of design, architecture and structure of the building. It is imperative to quickly move away from windows, free-standing partitions and shelves and Drop, Cover under and Hold on to a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops.



x	TIME	PRINCIPAL	NOTES
		After shaking stops, initiate assessment of potential damage.	
		If earthquake is significant with signs of damage, immediately implement evacuation procedures prior to assessing buildings for damage. If upstairs, do not use elevators and inspect stairways prior to use.	
		If earthquake is mild or moderate, direct staff to inspect and assess their classrooms. Direct custodian/maintenance staff to inspect and assess utilities, outside of buildings, and school grounds.	
		Receive reports of any building damage and any students or staff unaccounted for. Send search and rescue team to look for missing or trapped students and staff.	
		If evacuation is necessary, make determination to temporarily close school until building can be inspected. If building is deemed to be safe, give an all clear to staff and resume class.	
		If evacuated, do NOT re-enter building until it is determined to be safe by appropriate facilities inspector.	
		Determine whether to close school. If school must be closed, notify staff members, students and parents.	
		Notify Charter Management Organization of school status and personnel status.	

x	TIME	STAFF	NOTES
		Give DROP, COVER and HOLD ON command. Instruct students to move away from windows, bookshelves and heavy suspended light fixtures. Get under table or other sturdy furniture with back to windows.	
		Check for any injured students and render First Aid.	
		Make a visual check of classroom for any damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., and report findings to principal.	
		If classroom or building is heavily damaged, initiate immediate evacuation. Be aware of overhead wires that may fall. Bring attendance roster and emergency supplies.	

		Check attendance at the evacuation area. Report any missing students.	
		Warn students to avoid touching electrical wires and keep a safe distance from any downed power lines or damaged buildings.	
		Stay alert for aftershocks. Implement Duck, Cover and Hold On procedures for all aftershocks.	
		Do NOT re-enter building until it is determined to be safe.	
		Follow instructions of principal.	
PRIORITY PROCEDURES			NOTES
OUTSIDE BUILDING			(person contacted, call back phone numbers, etc.)
x	TIME	PRINCIPAL OR STAFF	NOTES
		Direct students to move away from buildings, trees, overhead wires and poles. If possible, Drop, Cover under and Hold On to a sturdy table or bench until shaking stops. If out in open, drop to knees, clasp both hands behind neck, bury face in arms, make body as small as possible, close eyes, and cover ears with forearms. If notebooks or jackets are handy, hold over head for added protection. Maintain position until shaking stops.	
		After shaking stops, check for anyone injured, render first aid.	
		Keep students a safe distance from any downed power lines or damaged buildings.	
		Account for all students and staff. Send search and rescue team to look for missing and possibly trapped students/staff.	
		Make a visual check of buildings for any damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., before entering the building.	
		Do not re-enter buildings that have visual damage.	
		Consider implementing student release procedures and temporary closure of school until inspection of buildings can be performed.	
DURING NON-SCHOOL HOURS			
x	TIME	PRINCIPAL	NOTES
		Confer with Building Owner if damage is apparent to determine the advisability of closing the school.	
		Notify fire department and utility company of suspected breaks in utility lines or pipes.	
		Notify Charter Management Organization, if applicable.	
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms (if damage is significant and school closing will be of some duration).	
		Notify public information media as appropriate.	

<i>FIRE / EXPLOSION</i>		DATE / /
Open flames, smoke, or excessive heat radiating from an adjoining wall, ceiling, or floor or a sudden loud noise and release of energy from expanding gas or mixture of chemicals causing anything to shatter into pieces.		
		Pull the fire alarm and call 9-1-1.
		Evacuate the area/building and use fire extinguisher if appropriate.
		Check for any injured victims and assist them in evacuating.
		Notify the principal of location and actions taken.
x	TIME	PRINCIPAL
		Pull fire alarm and call 9-1-1.
		Implement Evacuation procedures.
		If explosion occurred, make a visual check of buildings for damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., and hazardous materials.
		Ensure accountability of all students and staff.
		Gather information from staff regarding location of fire.
		Meet with Fire Department to pass on information regarding accountability of staff and students, location of fire.
		Determine with Fire personnel if building is safe for use.
		Signal "all clear" when safe to re-enter school building.
		If building unsafe for use, implement student release procedures.
x	TIME	STAFF
		Evacuate students to assembly area and take emergency supplies.
		Check attendance to ensure all students have evacuated. Report any missing students/staff to principal.
		Report any suspicious information about the fire to the principal, i.e. arson related.
		If directed, assist in student release procedures.
x	TIME	CUSTODIAN/MAINTENANCE STAFF
		If SAFE, go to alarm panel to determine the location of the fire.
		Communicate location of fire to principal.
		Stay with principal to assist Fire Department with access to school and building layout.
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED
		Confer with Building Owner if damage is apparent to determine the advisability of closing the school.
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as

	portable classrooms (if damage is significant and school closing will be of some duration).	
	Notify Charter Management Organization, if applicable.	

FLOOD	DATE / /
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Flooding could occur from severe storm activity or as a result of damage to water distribution systems such as failure of a dam or levee. Both types of flooding should be preceded with an alert message broadcast over the weather radio station.

x	TIME	PRINCIPAL	NOTES
		Determine if off-site evacuation is required. Establish time period for evacuation and determine resource needs; location, method of transportation, etc.	
		Notify local police department of intent to Evacuate, the location of the safe evacuation site and the route to be taken to that site.	
		Ensure accountability of all students and staff.	
		Attempt to notify parents of need to evacuate and location for student reunion and release.	
		Post a notice on the office door stating where the school has relocated.	
		Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.	
x	TIME	STAFF	NOTES
		As directed, assist in Evacuation procedures. Take the class roster and emergency supplies.	
		Remain with students throughout the evacuation process.	
		Upon arrival at the safe site, take attendance. Report any missing students to principal and emergency response personnel.	
		Do not return to school building until it has been inspected and determined safe by property authorities.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Determine if building has been damaged by flooding and unable to serve as school site. Confer with building owner.	
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms (if damage is significant and school closing will be of some duration).	
		Notify Charter Management Organization, if applicable.	

<i>HAZARDOUS MATERIALS (HazMat)</i>		DATE / /
<p>An uncontrolled release of a hazardous material, liquid, or vapor that could cause harm or death to humans or damage the environment. The nature and proximity of the incident to the school will determine which emergency action should be implemented.</p>		
		Person observing the hazardous material spill should immediately notify the Principal/Teacher/Staff.
		Avoid being contaminated by staying uphill and upwind.
		Warn others in the immediate area of the hazmat spill.
x	TIME	PRINCIPAL
		Call, or ensure someone has called 9-1-1.
		If there is a threat of airborne toxicity, shut-off ventilation system in affected area.
		Initiate Shelter-in-Place or Evacuation procedures depending on the circumstances. (If spill is outside or inside the buildings)
		Isolate anyone who is contaminated with the substance until public safety personnel carry out decontamination procedures.
		Gather information from staff regarding location of spill, extent and, if possible, the name of the substance that has spilled.
		Wait for instructions from Fire Department or professional emergency responders.
		If evacuated, do not allow the return of students until public safety officials declare the area safe.
		If applicable, notify Charter Management Organization.
		Ensure all injured students/staff receive medical treatment.
x	TIME	STAFF
		Implement Shelter-in-Place or Evacuation procedures.
		Ensure accountability of all students.
		Report any missing students to the office.
		If evacuation has been ordered, take class roster and emergency supplies before leaving the classroom.
		Wait until all clear has been given to return to classroom or end the Shelter-in-Place procedures.

		Prepare to relocate students to secondary evacuation site if ordered.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Determine location of spill, extent and, if possible, the name of the substance that has spilled and report to principal.	
		Assist Principal or Fire Department with access to school.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Ensure parents are notified of incident.	
		Coordinate information with the Fire Department to release information to the press/media.	

<i>INTRUDER</i>	DATE / /
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An unauthorized person in a school building or on school property. There is always the potential that an intruder may possess a weapon or become violent. When interacting with a stranger at school, use the "I CAN" rule; Intercept - Contact - Ask - Notify

		Politely greet subject and identify yourself. Ask subject the purpose of his or her visit, and if possible, attempt to identify the individual and vehicle.	
		Consider asking another staff person to accompany you before approaching subject.	
		Inform subject that all visitors must register at the reception area and escort the subject to the reception area.	
x	TIME	PRINCIPAL	NOTES
		Ask intruder to leave if no legitimate reason is found for his or her presence in the school and he/she is not cooperating.	
		Advise the subject that they are trespassing and need to leave the school and if they do not leave law enforcement will be notified. Call police if intruder remains uncooperative.	
		Secure the buildings if intruder is outside of school.	
		Implement Lockdown procedures if intruder is inside the school.	
		If possible, observe actions of intruder and try to determine if they are in possession of a weapon.	
		Obtain a description of the intruder and give to police.	
		Back away from subject if he/she indicates a potential for violence.	
		Assist police as necessary.	
		When given all clear, resume normal school operations.	
x	TIME	STAFF	NOTES
		As directed, implement Lockdown procedures. Ensure all students are in classroom.	
		Attempt to observe intruder and take note of behavior.	

	Ask students and visitors to remain quiet in designated secured area, away from window, and doors, and with all lights turned off.	
	Take attendance and immediately report missing students	
	Remain in Lockdown until an all clear is given or evacuate if the principal, designee or law enforcement gives the evacuation order.	

WEAPONS	DATE / /
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A dangerous or deadly weapon as defined by state and federal law includes, but is not limited to a gun, knife, metal knuckles, straight razor, noxious or irritating or poisonous gas, poison, other items used with the intent to harm, threaten or harass students, staff, parents or school visitors

	Call 9-1-1.		
	Stay calm and avoid confrontation if possible.		
	Obtain good description of individual and the type of weapon he/she has.		
	Notify the principal or designee as soon as possible.		
	Take safety measures to protect yourself and others.		
	Inform police of your observation and be prepared to write a statement.		
x	TIME	PRINCIPAL	NOTES
		Direct students and staff to Lockdown or Evacuate depending on the circumstances.	
		Direct staff to lock all hallway and exterior doors maintaining the capability to evacuate quickly.	
		Meet with law enforcement upon arrival.	
		Attend to the safety of students and staff at all times.	
		Assess situation in regard to location of person with weapon and potential for injuries.	
		Assist law enforcement as required.	
		Contact parent(s), guardian(s), or other close relative(s) of victims	
		Contact the Charter Management Organization, if applicable.	
		Issue a press release or assign this task to the PIO as deemed appropriate	
		Complete and incident report and file	
		Debrief with school crisis team and staff	

x	TIME	STAFF	NOTES
		Direct students who are in bathrooms or halls to enter into closest classroom and to inform the office about their location.	
		Direct students to use alternate routes away from the incident. During a gun incident, instruct students to "drop to the floor/ground" or "run into the building quickly."	
		Ask staff, students, and visitors to remain quiet in designated area, on the floor away from windows and doors, and with all lights turned off	
		Remain in Lockdown mode until the principal or law enforcement orders an evacuation or calls out an all clear command	
		If evacuated, take attendance in evacuation area and immediately report missing students.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Assist in Lockdown procedures by securing doors/gates of other areas of the campus.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Ensure parents are notified of incident.	
		Coordinate information with the Police Department to release information to the press/media.	

<i>EVACUATION</i>		DATE / /	
An evacuation may be necessary if a fire offsite, such as a wildland fire, threatens or is near the school building. Should any such event endanger the students or staff, an alert or order of evacuation will be given by emergency responders, or officials, or may be broadcast over a weather radio.			
x	TIME	PRINCIPAL	NOTES
		Receive order of evacuation by fire authority or official. Implement evacuation procedures.	
		If necessary, contact local fire department (call 911) to determine the correct action for your school site; route of travel, evacuation site, etc.	
		Ensure all students and staff have evacuated by performing an inspection of the school site.	
		Determine if there is time for transport by some form of public/private transportation for the evacuation of students to alternate site.	
		Designate staff to make parent notifications regarding the evacuation and shelter site.	
		Monitor radio station for additional information.	
		Implement procedures for parents to pick up students from alternate site.	
x	TIME	STAFF	NOTES
		Evacuate students using the evacuation plan. Bring emergency supplies and attendance rosters.	
		Take roll to be sure all students are present before you leave the building site.	
		Report any missing students to the principal/designee and emergency response personnel.	
		At all times, maintain control of the students a safe distance from the fire and the fire fighting equipment.	
x	TIME	OFFICE STAFF	NOTES
		Help with evacuation and securing of affected area.	
		Assist in arranging transportation through public/private companies if needed.	
		Forward phones to secondary answering site if available.	

Other Emergency Protocols and Procedures

Child Abuse Emergency Procedures

CPS reporting can be very stressful. It is made more stressful due to the potential implications for our students and their families. Know that you have support here around this, but ultimately you need to trust your gut. If a child or adult discloses abuse you must report it. Some people like to talk it over before making a report, but the best policy is to make **anonymous contact** with CPS by calling the reporting line at **(510) 259-1800** and asking to consult. The Social Worker that you speak to will tell you whether the incident is a reportable event. If they tell you that it is not a reportable event, you will need to document the date and time of your call, as well as the Social Worker's name and Worker ID number. You will keep record of this for yourself and inform the Principal for the student you are wondering about.

Step One: You have suspicions that a student/sibling of a student has been abused or neglected. Gather as much information and detail as you can about the situation/event as you can **without leading** the student/child. You will also want to find out who is living in the home (parents/guardians, siblings, cousins, aunts, uncles, grandparents, etc.) if you are able to get that information from the student.

Step Two: Gather the following information:

- a. Jot down some notes about the details of the information you have received from the student
- b. Print out of the AERIES Demographics Page for the identified student(s). This will include the student's full name, date of birth, home address, parents' names, phone numbers, and addresses. You will need this for the verbal and written report.
- c. Print out the AERIES Attendance screen

Step Three: Consult appropriate Dean of the grade for the student. You will explain to him/her what was reported to you. The Dean will enlist additional support as needed. The Dean **WILL NOT** make the report for you. As the first responder, you are legally obligated to make the verbal and written report. The role of the Dean, or any other staff in this is to support you, not to give you permission to make CPS calls. Ultimately, if you suspect Child Abuse or neglect, **you are responsible** for making the call to CPS and submitting the written report. **If there are no Deans or other administrative personnel present in the building, you are still OBLIGATED make the report.**

Step Four: Together with the grade level appropriate Dean, **you** will call **Alameda County Child Abuse Reporting Line (510) 259-1800**. Press 1 – for English. Press 2 –

In order to file a report. Press 2 – Calling from a school. You will then be connected with a Social Worker. You will inform him/her that you wish to make a report of suspected child abuse. Sometimes the Social Workers can be abrasive, just let them know that you haven't done this before and they tend to be more gentle. The worker will ask for a description of the reported event(s) and some identifying information (yours, the student(s), and the reported perpetrator, as well as the parent/guardian). They may ask you some other clarifying questions.

a. Ask the worker for his or her name and Worker Number. Write this information down.

b. Ask the worker if the report needs to be faxed or can just be mailed. In more urgent reports (where they are going to immediately investigate), the worker will want it faxed. You will need to ask for the fax number that they want the written report sent to.

Step Five: The end of the verbal report, you will need to complete the written report. The law mandates the written report be completed within 36 hours, but it should be completed immediately if possible.

The form can be found at:

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?

You will fill out the form and sign it. If you need another sheet of paper to explain the events as they were reported to you, you may attach one. Just make sure that you check the associated box at the bottom indicating that you have an attached sheet. Make two copies: one for yourself and one for the Dean. This is a confidential document, as such, it should be placed in a sealed envelope and handed to the appropriate parties. The copy that you are keeping for yourself should be kept in a locked location.

You will mail the original written report and any associated documents (pictures, attendance sheets – if requested) to:

Alameda County Child Welfare Services

24100 Amador Street

Hayward, CA 94544

Alameda Social Services Main Fax: 510-780-8620

Step Six: The reporter (you) is not legally obligated to notify any family member about the report. However, Lighthouse acknowledges the importance of maintaining

open lines of communication with our families. This is a very sensitive topic and many people will have differing feelings about how to proceed next.

Officially, we ask that you consult with the Social Worker, to whom the report is made. Specifically ask, "Is there any reason why I cannot disclose to the family that this report has been made?" If the Social Worker specifically states that you may not share with the family, then we will not.

The Dean and Principal of the student will make the decision if parents/families/guardians will be notified. The Dean and Principal will also be responsible for making contact if that is the case.

Notification of Dangerous Pupil Policy

Lighthouse Community Public Schools (LCPS) desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

The Chief Executive Officer or designee shall inform the teacher(s) of each student enrolled in their class(es) who, during the previous three school years, has engaged in, or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process, as further identified in Education Code Section 49079. This information shall be based upon records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Chief Executive Officer or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201). Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Gun-Free School Zone

LCPS is committed to maintaining a safe and secure environment for students, staff, parents, and community members. Consistent with the Gun-Free School Zone Act, possession of unauthorized firearms, weapons, or other dangerous instruments is prohibited within 1,000 feet of school grounds (Penal Code 626.9, 626.10). Possession of unauthorized weapons, including, but not limited to, dirks, daggers, ice picks, and knives is also prohibited on school grounds.

In furtherance of maintaining a safe and secure environment, it is the policy of the Board that the possession, display, and/or use of firearms is strictly prohibited at any school-related or school-sponsored activity or on LCPS property including, but not necessarily limited to, school campuses, school buses, LCPS vehicles, and LCPS offices, unless such firearms are permitted pursuant to applicable law. Consistent with this policy, individuals who possess a valid Carry Concealed Weapon (CCW) license are prohibited from possession, display, and/or use of firearms while on school grounds or at school activities unless otherwise permitted by applicable law.

SAFE INGRESS AND EGRESS PROCEDURES

Before-School Procedures

Students and Parents:

As students arrive on campus each morning, campus staff are strategically placed on campus to monitor student behavior. Students are encouraged to arrive to school with time to get settled and eat breakfast before classes begin promptly at 8:30 am. Students should not be dropped off prior to 7:30am. If there are special circumstances requiring an earlier drop-off, arrangements should be made in advance with the student's teacher.

The following rules should be observed when dropping off a student(s):

- All students must be dropped off on campus grounds through the drop-off area. Please avoid leaving student outside of school grounds before 8:00am.
- Do not park in our parking lot which is reserved only for school staff.
- If you choose to park your vehicle and walk your student into school, please park only in authorized sidewalks and do not block the entrances/exits of

nearby residents/businesses.

- ALWAYS use the designated crosswalk and follow our staff's directions.

Students who arrive after the starting time of school must report directly to the office. For more information, please see LCPS's Attendance Policy in our Family handbook.

Staff

Staff can park in our staff parking lot and access campus as early as 7:30am.

Closed Campus

LCPS has a closed-campus policy. Students are not permitted to leave campus during the school day unless they are picked up by a parent or designated emergency contact or unless it is for another designated school activity. Leaving campus without permission is considered a serious infraction with legal and safety implications. Consequences are decided on a case-by-case basis by school administration consistent with the school's discipline policy.

After-School Procedures

Students and Parents:

When students are dismissed at the end of the school day, campus staff are assigned to supervise dismissal to ensure that students either travel to afterschool activities or leave campus in a safe and orderly manner.

At 3:30pm (1:30 on Wednesday), all students will be in front of the school by grade level/class for pick-up. [All students will be in front of the school by grade level/class for pick-up at the following times:

- Elementary and Middle School (K-8): 3:30 pm
- High School (Grades 9-12): 3:45 pm

The following rules should be observed when picking up a student(s):

- Do not park in our loading area in our parking lot.
- Do not double park as parents await for students to come out.
- Please circle the school if your student/class has yet to be brought out to the pick-up area.

- Proceed through the pick-up area in a counter-clockwise direction.
- Students should not enter a double parked vehicle.
- ALWAYS use the designated crosswalk and follow the crossing guard's directions.
- If someone other than a parent/guardian is picking up a student, please call the office ahead of time so that staff is aware and can inform your student.

Campus Visitor Procedures

To maintain a safe and secure environment, all parents/guardians, volunteers, and other visitors are required to check in at the office upon arrival, obtain and wear a visitor's badge, and return to the office upon departure.

Sudden Cardiac Arrest or Other Emergencies Related to Interscholastic Athletic Events and Activities

In compliance with Education Code section 35179.4, the School has adopted the following Emergency Action Plan.

Procedure

Sudden cardiac arrest events can vary greatly. Faculty, staff, and the Incident Command Team, must be prepared to perform the duties outlined below. All staff must all have current cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) training and, at a minimum.

Immediate action is crucial in order to successfully respond to a cardiac emergency. Consideration should be given to obtaining on-site ambulance coverage for high-risk athletic events. The School should also identify the closest appropriate medical facility that is equipped in advanced cardiac care.

Follow these steps in responding to a suspected cardiac emergency:

1. *Recognize the following signs of sudden cardiac arrest and take action in the event of one or more of the following:*
 - (a) The person is not moving, or is unresponsive, or appears to be

unconscious.

(b) The person is not breathing normally (has irregular breaths, is gasping or gurgling, or is not breathing at all).

(c) The person appears to be having a seizure or is experiencing convulsion-like activity. (Cardiac arrest victims commonly appear to be having convulsions).

(d) *Note:* If the person received a blunt blow to the chest, this can cause cardiac arrest. The person may have the signs of cardiac arrest described above and should be treated the same.

2. *Facilitate immediate access to professional medical help:*

Call "911" as soon as you suspect a sudden cardiac arrest. Provide the school address, cross streets, and patient condition. Remain on the phone with 911. (Bring your mobile phone to the patient's side, if possible.) Give the exact location and provide the recommended route for ambulances to enter and exit. Facilitate access to the victim for arriving Emergency Medical Service (EMS) personnel.

Immediately contact the members of the CERT.

Give the exact location of the emergency. ("Mr./Ms. ___'s Classroom, Room # ___" or "gym/football field/cafeteria/etc."). Be sure to let EMS know which door to enter. Assign someone to go to that door to wait for and flag down EMS responders and escort them to the exact location of the patient.

If you are an Incident team member, proceed immediately to the scene of the cardiac emergency. The closest team member should retrieve the AED en route to the scene and leave the AED cabinet door open; the alarm typically signals the AED was taken for use. Acquire AED supplies such as scissors, a razor and a towel and consider an extra set of AED pads.

3. *Start CPR:*

Begin continuous chest compressions and have someone retrieve the AED.

Begin CPR by pressing hard and fast in center of chest. Goal is 100 compressions per minute. (Faster than once per second, but slower than twice per second.) Use 2 hands: The heel of one hand and the

other hand on top (or one hand for children under 8 years old), pushing to a depth of 2 inches (or $1/3^{\text{rd}}$ the depth of the chest for children under 8 years old). Follow the 911 dispatcher's instructions, if provided.

4. *Use the nearest AED:*

When the AED is brought to the patient's side, press the power-on button, and attach the pads to the patient as shown in the diagram on the pads. Then follow the AED's audio and visual instructions. If the person needs to be shocked to restore a normal heart rhythm, the AED will deliver one or more shocks.

Note: The AED will only deliver shocks if needed; if no shock is needed, no shock will be delivered.

Continue CPR until the patient is responsive or a professional responder arrives and takes over.

5. *Transition care to EMS:*

Transition care to EMS upon arrival so that they can provide advanced life support.

6. *Action to be taken by Office/Administrative Staff:*

- (a) Confirm the exact location and the condition of the patient.
- (b) Activate the Incident Team and give the exact location if not already done.
- (c) Confirm that the Incident Team member(s) has responded.
- (d) Confirm that 911 was called. If not, call 911 immediately.
- (e) Assign a staff member to direct EMS to the scene.
- (f) Perform "Crowd Control," directing others away from the scene.
- (g) Notify other staff: school nurse, athletic trainer, athletic director, etc.
- (h) Ensure that medical coverage continues to be provided at the athletic event if on-site medical staff accompanies the victim to the hospital.
- (i) Consider delaying class dismissal, recess, or other changes to facilitate CPR and EMS functions.

- (j) Designate people to cover the duties of the CPR responders.
- (k) Copy the patient's emergency information for EMS.
- (l) Notify the patient's emergency contact (parent/guardian, spouse, etc.).
- (m) Notify staff and students when to return to the normal schedule.

This Emergency Action Plan, and the procedures within, will be evaluated annually by the School and cooperating EMS agencies to ensure compliance with cardiac emergency response best practices.

Appendix C: LCPS Suspension and Expulsion Policy and Procedures

(Board Adopted: 09/2020)

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes

disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)." - Ed. Code § 47605(c)(5)(J)

Student Due Process Protections

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(I) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(II) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(i) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(ii) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

[Insert other procedures designed to ensure that Charter School's disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

OVERALL VISION OF DISCIPLINE

The overall goal of discipline at Lighthouse K-8 is to develop the habits of a college-ready, self-motivated, competent, lifelong learner that include identifying personal strengths and challenges, conflict resolution and communication skills, and awareness of responsibility to the community. We strive to create a learning environment where every young person is accepted and feels a sense of belonging and have ample opportunities to learn from their mistakes, repair harm, and learn how to restore peace to relationships. Because we understand the data around school suspensions and the school-to-prison pipeline, we equip students with the tools they need to solve their problems, using suspension as a last resort.

To ensure clarity and fairness, Lighthouse Community Public Schools has developed and maintains a comprehensive set of student discipline policies. These policies are summarized in Lighthouse K-8's Student and Family Handbook and clearly describe the Charter School's expectations regarding community norms, attendance, substance abuse, violence, safety, and work habits. (The Lighthouse K-8 Student and Family Handbook will be made available on request.) Each student and his or her parent/guardian will be introduced to the Charter School's discipline policy during parent and student orientation prior to the start of the school year. Parents and students will be required to verify that they have reviewed and understand the policies prior to the beginning of each school year.

If necessary, students will be suspended from class while remaining on campus. Suspensions in which a child is required to stay home will be used in cases when the safety of the child or others is in question. The Principal or Assistant Principal may, pursuant to the Charter School's adopted discipline policies, ultimately suspend students who fail to comply with the terms of the student policies. The Principal may, pursuant to the Charter School's adopted discipline policies, ultimately recommend students who fail to comply with the terms of the student policies for expulsion by the LCPS Board of Directors.

SUSPENSION AND EXPULSION PROCEDURES

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq., which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion in accordance with applicable law.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal, CEO, or designee's office.

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

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

on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime 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; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. For grades 9 - 12 only: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
- q. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. 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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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.
- s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 5 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - a) 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 their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - c) Causing a reasonable student to experience substantial interference with their academic performance.

- d) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- a) A message, text, sound, video, or image.
 - b) A post on a social network Internet Web site including, but not limited to:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - c) An act of cyber sexual bullying.
 - i. For purposes of this policy, "cyber sexual bullying" means dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, 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.
 - ii. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious

literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Principal, CEO, or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person

another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. 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.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's

safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to students in any of grades 5 to 12, inclusive.
- r. 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 provision shall apply to students in any of grades 5 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their 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 their physical or mental health.
 - iii) Causing a reasonable student to experience substantial interference with their academic performance.
 - iv) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device,

computer, or pager, of a communication, including, but not limited to, any of the following:

- i) A message, text, sound, or image.
- ii) A post on a social network Internet Web site including, but not limited to:
 - a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual 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.
- iii) An act of cyber sexual bullying.
 - a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, 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.
 - b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) 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.
- u. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical

violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Principal, CEO, or designee's concurrence.

4. Non -Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261,266c, 286, 287 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3 ½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (B) grenade, (C) rocket having a propellant

charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal, CEO, or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal, CEO, or designee.

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

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) 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/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5)

consecutive school days per suspension. Upon a recommendation of Expulsion by the Principal, CEO, or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Principal, CEO, 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.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

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

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 in open session three (3) days prior to the date of the scheduled hearing.

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

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

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

The 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 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.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons

of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The 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.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity 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 the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity 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 their discretion to remove a person from the hearing whom they believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence

be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

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

If, due to a written request by the expelled 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 their testimony heard in a session closed to the public.

I. Expulsion Decision

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 Board shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period

of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal, CEO, 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 and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. 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 Charter School.

The Principal, CEO, or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of 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 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.

N. Rehabilitation Plans

Students who are expelled from the 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 (1) year from the date of expulsion when the student may reapply to the Charter School for readmission as well as a description of the procedure for readmission, reinstatement, and applying for expungement of the expulsion record.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Principal, CEO, or designee and the student and student's parent/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 process will be completed in a timely manner at the conclusion of the expulsion period. The Principal, CEO, or designee shall make a recommendation to the Board following the meeting regarding the Principal, CEO, or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with

disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

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

The Principal, CEO, or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

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

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

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

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Threat of Violence

This procedure should be followed if site personnel receive a threat that may target an individual, a particular group or the entire school community. Such threats may be received by written note, e-mail communication, phone call, or other means. The Incident Commander should ensure all threats are properly assessed.

Procedure

1. The Incident Commander will identify the type of threat and attempt to determine the individual(s) making the threat.
2. The Incident Commander and Superintendent will conduct the threat assessment.
3. The Incident Commander and Superintendent will assess the warning signs, risk factors, stabilizing factors and potential precipitating events to arrive at a categorical description of the risk for a particular point in time. There are five categories of risk:

Category 1 – High violence potential; qualifies for arrest or hospitalization.

Category 2 – High violence potential; does not qualify for arrest or hospitalization.

Category 3 – Insufficient evidence for violence potential; sufficient evidence for the repetitive/intentional infliction of emotional distress upon others.

Category 4 – Insufficient evidence for violence potential; sufficient evidence for the unintentional infliction of emotional distress upon others.

Category 5 – Insufficient evidence for violence potential; insufficient evidence for emotional distress upon others.

4. In categorizing the risk, the Incident Commander and Superintendent will attempt to answer two questions: (1) Is the individual moving on a path towards violent action? (2) Is there evidence to suggest movement from thought to action?

5. The Incident Commander and Superintendent will assess the warning signs by evaluating the associated oral, written or electronic threatening communications.

6. As soon as the physical safety of those involved has been ensured, attention will turn to meeting the emotional and psychological needs of students and staff. Crisis interventions may be necessary and

appropriate.

Unlawful Demonstration/Walkout

An **Unlawful Demonstration/Walkout** is any unauthorized assemblage on- or off-campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the Incident Commander and Team.
2. The Incident Commander will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. If students leave their classrooms, 2-3 incident team members, in consultation with the Incident Commander, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students.
4. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the Incident Commander. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
5. The Documentation staff member should keep accurate records of events, conversations and actions.
6. All media inquiries will be referred to the Public Information Officer.
7. The Incident Commander should proceed in good judgment on basis of police or legal advice, in taking action to control and resolve the situation.

8. The Incident Commander will notify parents of the incident, as appropriate.

Appendices

APPENDIX A

Employee Emergency Skills Survey

Employee Name _____ Position _____

Work Location _____

During any emergency it is important to be able to draw from all available resources. The special skills, training, experience and capabilities of staff members will play a vital role in dealing with the effects of any type emergency or major disaster. The purpose of this survey is to pre-identify the skills of our employees to determine the area of emergency response they may best be suited for. Please indicate the areas that apply to you and return this survey to the Principal's Office.

Please check the boxes which indicate the skills or specific expertise or training you may have:

- First Aid CPR AED Triage (Received within past ____ years?)
- Firefighting Nurse Doctor/Dentist Other medical _____
- Physical Fitness
- Emergency/Management Search & Rescue
- Bi/Multi-lingual, what language(s) _____
- Construction Mechanical Ability Structural Engineering
- Electrician Utilities HVAC Plumber
- Heavy Equipment Operator What type: _____
- Truck/Bus Driver
- Food Preparation Cooking for Large Numbers of People
- Shelter Management Child Care Counseling Crisis Intervention
- Survival Training and Techniques
- Ham Radio CB Radio Licensed Yes No
- Camping Experience
- Journalism Shorthand Clerical Computer
- Military Reservist Law Enforcement Security
- Community Emergency Response Team (CERT) training

Other special skills, training or experience that would be useful during an emergency:

Do you keep any emergency equipment in your office or vehicle that would be beneficial in an emergency? Yes No

If yes, please list that which could be used in an emergency at the school:

What would make you feel more prepared during a disaster while you were at the school?

Additional Comments: _____

APPENDIX B

Damage Assessment Checklist

NOTE: Do not enter building unless the structural evaluation has been completed and the building is designated as safe to enter.

School/Site Name: _____ Location/Room: _____

Date: ___/___/___ Time: (24:00 Hours):___:___

Damage Category	No Damage	Slight Damage	Severe Damage	Hazardous Condition	Description of damage, location, severity, etc.
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Natural Gas Lines and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Water Heater/Boiler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Custodial chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Lab chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Lead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Physical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink Holes					-----
Construction Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Damaged Bld. Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Broken Glass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----

Building or room safe for reoccupancy

Building or room closed due to hazardous condition

The following corrective measures need to be completed prior to reoccupancy:

[Note: Send this checklist to the IC for situation analysis and maintain the original in an emergency document file.]

APPENDIX C

<h1>INCIDENT ACTION PLAN</h1>		School:	
		Incident Name:	
Date Prepared:	Time Prepared:	Prepared by:	
Map Sketch – Draw a simple map of the incident and surrounding areas			
Current Organization – List the positions that have been activated			
Position	Name Assigned	Position	Name Assigned
Incident Commander	Ops Associate, DoO, Principal, AP	Crisis Intervention	Director of Student Services/ Lead Counselor
Public Information	CEO	Situation Analysis	Ops Associate, DoO
Safety/Security	Campus Safety Supervisor	Documentation	Office Managers
School Liaison	CAO	Supplies/Distribution	Office Managers
Search and Rescue	Dean of Students	Transportation	Ops Associate
First Aid/Medical	Office Managers	Personnel	Human Resource Team
Fire Suppression/HazMat	Family Engagement / ASP coordinator	Facilities	Ops Associate, DOO, CEO
Damage Assessment/Utilities	Director of Finance	Compensation/Claims	Director of Finance
Student Release/Reunion	Office Managers	Purchasing/Procurement	Billing department
Assembly Area/Shelter	Office Managers	Timekeeping	Billing department/IT lead

<input type="checkbox"/> Situation Reports	<input type="checkbox"/> Medical Plan	<input type="checkbox"/> Traffic/Staging Area Map
<input type="checkbox"/> Communications	<input type="checkbox"/>	<input type="checkbox"/> -----

APPENDIX D

ICS CHECK IN/CHECK OUT LOG

Date: _____ Event: _____

This form serves as the check-in and check-out roster for the school staff and any volunteers assigned to the incident response. Each person is to sign in upon being assigned to a position in the ICS organization and sign out when released from the incident. Upon check-out, individuals should list their contact information in case they need to be reached. The Liaison Officer is responsible for checking staff in and out and monitoring this form for accuracy.

Time IN	Print Name/SIGNATURE	Time OUT	Section/Position Assigned	Follow Up Contact Info
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			

	Signature			
	Print			
	Signature			

APPENDIX E

SITUATION REPORT

School: _____ Type of Event: _____

Completed by _____ Date _____ Time _____

Condition of Students, Staff and Visitors

_____ All Accounted For _____ No Injuries _____
 _____ No immediate help required _____ Missing (number) _____
 _____ Trapped in Building: (number) _____ Injured (number) _____

Names

Condition of School Building and Grounds

e.g.: wall cracked, fallen light fixtures, shattered windows, broken water pipes, flooding, etc.

Condition of Neighborhood

e.g.: fallen power lines, debris-cluttered streets, etc.

Shelter Information

_____ Number of children remaining at school
 _____ Number of Staff or Visitors remaining at school
 _____ Number of staff members remaining to care for children
 _____ Assistance Required:
 _____ Water _____ Food _____ Blankets _____ Additional personnel

APPENDIX F

STUDENT REQUEST FORM

- STEP 1: Have parents/guardians fill out one form for each student requested.
 STEP 2: Check ID of person requesting student and make sure they are on the Emergency Contact Form.
 STEP 3: Send runner to retrieve student and bring to the reunification area.

STUDENT:	GRADE:	FOR STAFF USE
TEACHER:	DATE/TIME:	PHOTO ID VERIFIED BY:
REQUESTED BY: Print Name		AUTHORIZED ON EMERGENCY CARD? <input type="checkbox"/> YES <input type="checkbox"/> NO
I assume custody of the named above as a parent, guardian or authorized adult. (circle one). Signature		MEDICAL NEEDS?
		STUDENT STATUS (check one) <input type="checkbox"/> Released <input type="checkbox"/> Custody Issues <input type="checkbox"/> Absent <input type="checkbox"/> Medical/First Aid <input type="checkbox"/> Missing <input type="checkbox"/> Deceased <input type="checkbox"/> Other: _____
DESTINATION:	PHONE:	NOTES:
ARE YOU AUTHORIZED TO PICK UP OTHER STUDENTS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, Name(s):		TIME OF RELEASE:

STUDENT REQUEST FORM

- STEP 1: Have parents/guardians fill out one form for each student requested.
 STEP 2: Check ID of person requesting student and make sure they are on the Emergency Contact Form.
 STEP 3: Send runner to retrieve student and bring to the reunification area.

STUDENT:	GRADE:	FOR STAFF USE
TEACHER:	DATE/TIME:	PHOTO ID VERIFIED BY:
REQUESTED BY: Print Name		AUTHORIZED ON EMERGENCY CARD? <input type="checkbox"/> YES <input type="checkbox"/> NO
I assume custody of the named above as a parent, guardian or authorized adult. (circle one). Signature		MEDICAL NEEDS?
		STUDENT STATUS (check one) <input type="checkbox"/> Released <input type="checkbox"/> Custody Issues <input type="checkbox"/> Absent <input type="checkbox"/> Medical/First Aid <input type="checkbox"/> Missing <input type="checkbox"/> Deceased <input type="checkbox"/> Other: _____
DESTINATION:	PHONE:	NOTES:
ARE YOU AUTHORIZED TO PICK UP OTHER STUDENTS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, Name(s):		TIME OF RELEASE:

APPENDIX J

After Action Report Form

Name of person completing report: _____

School: _____ Date: _____

Drills/Exercises [check one]: **Actual Incident response** [check one]:

Earthquake

Fire

Lockdown

Evacuation

Flood

Other (specify): _____

Table-Top

Functional or full-scale exercise

Start time: _____ End time: _____

Participation: Provide a list of individuals and agencies participating in the event.

Timeline of events: Provide a detailed outline or description of events and activities.

Lessons learned: Provide an overview of lessons learned related to personnel, training, coordination, logistics, etc.

Discussion and recommendations: Provide any recommendations for improvements or changes to the emergency plan and procedures and how they will be addressed.

APPENDIX K

The following supply lists are suggested quantities are for 100 people for a period of 72 hours. The lists are broken down into the categories of food and water, assembly or shelter areas and first aid. Ensure the expiration date on all items is current. Select the foods that are best suited for your school, and also take note of any students or staff that may have food allergies.

Emergency Supplies Inventory**Food/Water**

Food Item	Recommended Quantity
Dried fruits/snacks/ trail mix	20 lbs.
Canned meats	60 cans
Canned fruits	60 cans
Canned vegetables	20 cans
Crackers	2 cases
Canned fruit juice	2 cases
Coffee, tea, drink mixes – instant type	2 cases
Energy bars – granola, protein, etc.	2 cases
Freeze-dried meals	2 cases
Peanut butter/jelly – large	20 jars each
Ready to eat soups and meals	2 cases
Staples – sugar, salt, pepper, etc.	10 packages
Food for persons on special diets; allergies, diabetic, etc.	As needed

Water	Recommended Quantity
Drinking water – based on 2 quarts per person per day	150 gallons

Note: Commercially packaged water (Aqua Blocks or bottled water) may be substituted to maximize shelf life (5 years) and ease of storage.

Emergency Supplies	Assembly/Shelter
Item	Recommended Quantity
Blankets	100
Battery operated radio; extra batteries or hand crank	1
Flashlights; extra batteries and bulbs or hand crank	4
Whistles (for communicating with staff and students)	4
Clipboards, paper and pens	6
Aluminum foil, matches, charcoal (for cooking)	3 sets
Medium garbage bags	4 packages (40 count)
Large 3-ply garbage bags	4 packages (20 count)
Plastic buckets – 5 gallon	6
Pads of paper	4
Tape; scotch and duct types	4 rolls each
Plastic cups, plates, utensils	6 packages (100 count)
Plastic storage containers	5 sets
Shut-off wrench (turn off gas and water if needed)	2
Manual can openers, utility knives	5 each
Portable toilet kit; toilet paper	2 kits, 50 rolls
Activities or games for children	10

Personal Protective Equipment	First Aid Unit
Eye protection masks – goggles	10
Biohazard protective gloves – Nitrile or latex, disposable	10
N-95 biohazard disposable face masks – OSHA	10
Splash resistant clothing and shoe coverings	10
Spill clean up kit – clean-up powder, clean-up scoop and scraper	5 kits

Emergency Supplies	First Aid
---------------------------	------------------

Item	Recommended Quantity
First Aid Handbook (current issue)	1
Ace bandages – 1" and 2" widths	4 boxes each
Adhesive tape – 1" width	20 rolls
Alcohol Swabs (for cleaning instruments)	4 boxes – 100 count
Band-Aids – assorted sizes	8 boxes
Blankets – Mylar or disposable type	150
Bleach (1:10 bleach to water ratio for cleaning)	1 gallon
Cold packs (compresses)	1 case
Cotton balls – unsterile	4 large packages
Disposable gloves (latex and non-latex)	4 boxes
Dressings – 2" and 4" disposable sterile	4 boxes each
Dressing pads – 5x9 and 8x10 sterile	4 boxes each
Dressings – eye pad, oval sterile	15 boxes
Facial tissues	10 boxes
Gauze bandage – 1" and 2" width	10 rolls each
Hydrogen Peroxide (50% solution of peroxide/water for disinfectant)	4 bottles
Liquid soap (handwashing)	5 bottles
Paper towels	4 cases
Q-tip swabs	6 packages
Safety pins – assorted sizes	6 packages
Scissors	8 pair
Splints – long and short; cardboard, boards, etc.	Several sets
Towelettes – pre-moistened hand wipes	15 boxes
Treatment log	1
Triage tags	50
Triangular bandage – for sling/safety pins	30
Tweezers/needles – sterile	9 pairs

APPENDIX L

SAMPLE: Emergency Building Use Agreement

THIS AGREEMENT is made and entered by and between _____ School, Address _____, of County, _____ California and, Address _____, of County, California ("Shelter Provider").

RECITALS

WHEREAS, the Shelter Provider is authorized and empowered to enter into leases and buildings use agreements; and

WHEREAS, if the School should need to evacuate students or staff from one of its school buildings or grounds due to an emergency, the School desires to identify a site where residents or staff may be housed until they can be released. Since the Shelter Provider has a building that could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms of an emergency building use agreement; and

WHEREAS, the School desires to enter into an agreement for the emergency use of the building for staff and students on the terms and conditions hereinafter set forth; and

WHEREAS, the Shelter Provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the School to use its physical facilities as a shelter for students or staff in case of disaster or other emergency;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The School shall replace or reimburse the Shelter Provider for goods or supplies that may be used in the School's conduct of shelter activities.
2. The School shall exercise reasonable care in the use of Shelter Provider's facilities and shall reimburse the Shelter Provider for any damage to the physical facilities directly caused by these shelter activities.
3. The Shelter Provider shall make reasonable efforts to make a building available for emergency shelter use by the School with minimal notice.
4. This Agreement shall commence upon the date of execution by both parties. This Agreement will remain in full force and effect, but may be terminated by either party at any time upon 30-day written notice to the other.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and agree to each and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

----- **CHARTER SCHOOL**

By: _____ By: _____
Authorized representative/position Authorized representative/position

Date: _____ Date: _____

Parents are instructed to pick up their children at the alternate location. Do not attempt to pick up children at their regular school. Please meet your child at the alternate location. All other schools and school facilities are unaffected. Parents and citizens are urged not to interfere in the operation of those schools by calling on the telephone or by personal visits. Your cooperation in this matter is expected and appreciated.

APPENDIX M

SAMPLE COMMUNICATIONS

STUDENT DEATH

Dear Parents,

Yesterday, we learned that one of our first graders, _____, died while in the hospital. _____ had his tonsils removed over the past weekend. Complications set in after his parents took him home and he was taken back to the hospital where he died yesterday afternoon.

Today, at school, each teacher read a short message about _____ to his/her class. We discussed what happened and how _____ died. We also stressed that many people have their tonsils out every day and have no problems with it. Our guidance counselor and our school psychologist were available throughout the day to talk with any student that may have had a particularly difficult time dealing with the news.

Any death is difficult for children to understand. _____'s death is particularly difficult due to his young age and its unexpectedness. The fact that _____ died while at the hospital and the fact that it was related to having his tonsils out may also be frightening for children, especially those who may need to have their own tonsils out in the future.

We recommend that you take some to discuss _____'s death with your child. We suggest allowing your child to talk about how he/she feels and any fears or concerns he/she may have as a result of hearing this news. We are enclosing a list of suggestions to help you talk with your child about _____'s death and/or the death of any loved one. If you feel that your child would benefit from talking with

our guidance counselor or our school psychologist, please call us at the school and share your concerns.

The faculty, staff and students extend our heartfelt sympathies to the _____ family and to all their friends. We at the school will miss _____ very much. He was our friend and we loved him.

Sincerely,
School Principal

INITIAL ANNOUNCEMENT OF A CRISIS EVENT

TO:
FROM:

We have just been advised of a tragedy involving a member(s) of our school. I am sad to announce that _____ has died/has been in a serious accident. As soon as we have more information, we will pass it on to you.

People will be available to help those of you who need extra support in dealing with this situation. Your teachers will advise you of the location and times available for this support.

As soon as we know the family's/families' wishes regarding _____ we will share that information with you. We ask that all students remain in their classrooms and adhere to their regular schedules."

APPENDIX N

POSITION ACTIVITY LOG

POSITION ACTIVITY LOG			
POSITION: LOCATION: SECTION/TEAM LEADER: TIME: INCIDENT, MESSAGES, NOTES: ACTION TAKEN:			
SECTION/TEAM LEADER: TIME: INITIALS:			
Completed by:		Position Title:	Date:

Lighthouse Community Charter School Emergency Management Plan

The Lighthouse Emergency Management Plan identifies the School's Emergency Planning, Organization, and Response Policies and Procedures. This plan addresses how the School will respond to any emergency, disaster or extraordinary event, from preparation to response and through short term recovery.

Public schools are required by law and designated to prepare and respond to emergencies much like a local government. Charter schools are exempt from many of the laws and legislation mandated for public schools, but in theory should abide in the same principles that govern public schools to provide for the safety and security of the students and staff of the charter school. Section 8607 of the *California Government Code* requires that state and local governments, and special districts such as schools, respond to disasters using the Standardized Emergency Management System (SEMS). State law also requires that schools be adequately prepared to respond to earthquakes, fires, and other emergencies (*California Education Code* § 35295 through § 35297; *California Code of Regulations* § 2400 - 2450). Although not mandated by the California Department of Education, it is recommended that Charter Schools comply with these same laws and regulations.

Lighthouse recognizes the importance of emergency preparedness for the safety of its students and staff and has based this Emergency Management Plan on the functions and principles of the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), as well as the requirements of the California Education Code for preparedness and response. Both of the management systems are built upon the principles and concepts of the Incident Command System (ICS).

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SECTION ONE

ADMINISTRATION

Lighthouse Community Charter School is responsible for emergency response operations and will commit all available resources to save lives, minimize injury to persons, minimize damage to property, and protect the environment. If properly implemented, this plan will reduce or prevent personal injuries and disaster related losses on the school campus. This plan is designed to provide administrators with a resource for protecting students, staff and school facilities, as well as to describe the responsibilities of staff members for a wide range of emergency and disaster situations that may occur.

This plan will be made available to all school personnel and will be distributed to the Charter Management Organization (CMO), the authorizing school district, local law enforcement and fire service agencies. An overview of the plan will be explained and distributed to parents. As recommended by the California Department of Education, staff and students will participate in drills on a *regular basis* to train in their roles and responsibilities during any emergency. Annual planning, preparation, and training will be conducted for staff to learn and exercise the proper courses of action in an emergency. All staff members will be trained on this plan and its response procedures in order to effectively prepare for maximum safety, efficiency and communication in the event of an emergency. This plan cannot foresee all possible circumstances of an emergency and recognizes that staff will need to assess the circumstances of any emergency and make decisions based on the current situation.

This Emergency Management Plan is formatted into four sections; Administration, Concept of Operations, Emergency Response Procedures, and Appendices. Each section contains information that outlines the basic components of critical areas in emergency management.

- **Administrative Section** includes the legal requirements of emergency planning for schools and recovery planning.
- **Concept of Operations Section** outlines how the school will operate and respond during an emergency and includes Action Checklists for the ICS positions of the emergency organization.
- **Emergency Response Procedures** are checklists for response to specific hazards that could occur.
- **Appendices** contain supplemental emergency and supporting documentation.

As recommended by the California Department of Education, this plan will be reviewed and updated annually. Recommended changes to this plan should be approved by the Charter School principal. All approved changes shall be distributed to appropriate agency personnel. **This plan will be reviewed and updated by March 1, as needed, of each school year.**

Review/Change No.	Date Entered	Description of Change	By
	08/2018	Updated for new personnel	Arlene Aldrette
	09/2019	Updated for new personnel	Arlene Aldrette
	9/2020	Updated for new personnel	Arlene Aldrette
	3/2021	Update the following sections: addition of: Child Abuse Emergency Procedures, Dangerous Pupil Notifications, Gun-Free School Zone, SAFE INGRESS AND EGRESS PROCEDURES, Student Suspension and Expulsion Procedures, Sudden Cardiac arrest or other emergencies related to interscholastic athletic events and activities, Threat of Violence, Unlawful demonstration/walkout	Arlene Aldrette

Under normal circumstances, the Charter School principal would be in charge of making major decisions affecting the school. Immediately following an emergency or disaster the Principal may be displaced, incapacitated, or unavailable for other reasons, however, the school's responsibilities and functions must continue without interruption regardless of the availability of any individual. It is important to appoint a successor to key positions at the school in the event something would happen. The individual who is appointed as the successor shall have the same powers and authority of the person they are succeeding, and will serve until that person is again able to serve or is replaced permanently.

Primary Position	First Alternate	Second Alternate	Third Alternate
Operations Associate/ Director of Operations/CEO	Principals (K-8 > 9-12)	Assistant Principals (K-8> 9-12)	Dean of Students (K-8> 9-12)

The Lighthouse Community Charter School Emergency Management Plan has been reviewed and found to comply with SEMS and NIMS and the California Department of Education recommended requirements.

This plan shall be reviewed annually by the Director of Operations, Arlene Aldrette and updated to maintain current procedures.

Drills will be conducted periodically and at least once annually to test the overall effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan. Specifically, the School will conduct fire drills once per month in elementary and intermediate schools, and no less than twice per year in secondary schools.

[A1] [A1] [A1] Please note that pursuant to California Title 5 Code of Regulations section 550 provides that fire drills should occur once a month for elementary and intermediate schools and no less than twice per year for secondary schools. As such, this section has been revised accordingly.

A copy of this plan will be distributed to:

- Oakland Unified School District: Sonali Murkara
- Oakland Police Department
- Oakland Fire Department

The following administrators have read this plan and understand its policies and procedures and concur with the roles and responsibilities that are outlined in this document:

Principals: _____
Signature *Date*

Operations Associate: _____
Signature *Date*

Dean of Students: _____
Signature *Date*

Date Plan Adopted: _____

The following laws pertain to school safety and school disaster preparedness. Check with your Charter School's legal counsel for complete wording of applicable laws and regulations.

State Codes

Education Code section 35294.2 (Chapter 736, Hughes, Statutes of 1997) requires all schools to develop and implement comprehensive Safe School Plans.

Education Code section 33031 requires school principals to formulate a disaster preparedness plan. Principals must test the plan during the school year.

California Constitution, Article I, Section 28(c) guarantees all students and staff of primary, elementary, junior high and senior high schools the inalienable right to attend campuses which are safe, secure and peaceful.

Labor Code, Section 6400 mandates that every employer furnish a place of employment which is safe and healthful for the employees therein.

Title 8, California General Industry Safety Orders, Section 3203 requires that every employer inaugurate and maintain an accident prevention program which shall include, but not be limited to, a training program to instruct employees in general safe work practices and specific instructions with respect to hazards unique to the employee's job assignment and the scheduling of periodic inspections to identify and correct unsafe conditions and work practices which may be found.

The Field Act (Garrison Act and Riley Act)

The California Field Act of 1933 (Education Code Section 39140-39159-K-12, and 81130-81147- Community Colleges), enacted after the Long Beach earthquake, established a procedure to be followed in the design, review and construction or alteration of a public school building for the protection of life and property.

The Private Schools Building Safety Act of 1986 (Education Code 39160) requires new construction or renovation of private school buildings to seismic safety standards similar to those of public schools under Education Code Section 39140.

Title 24, California Code of Regulations prescribes standards for the design and construction of public schools. However, non-structural seismic safety elements receive limited attention. Nonstructural elements include anything, which is not part of the columns, beams, and load-bearing walls; these light fixtures, bookcases filing cabinets and windows can pose life safety threats during an earthquake.

The Katz Act

The "Katz Bill" (*Education Code 35295, 35296, 35297*) requires that public and/or private elementary and high schools with an enrollment of more than 50 students or more than one classroom establish an "earthquake emergency system" so that

pupils and staff will act instinctively and correctly when an earthquake disaster strikes. Specifically:

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

Disaster Service Workers

Government Code, Section 3100 specifies that whenever there is a "State of Emergency" declared by the Governor, public employees may be declared "Disaster Service Workers" and have a responsibility to be as prepared as possible to meet emergencies. "Public employees" applies to all persons employed by the State, County, City, or other Public District.

During a declared disaster, public school employees are required to serve as Disaster Service Workers and cannot leave their school site until formally released. Failure to do so could result in:

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

Post – Disaster Shelters

Public schools are required by both federal statute and state regulation to be available for shelters following a disaster. It is recommended that Charter Schools contact their local American Red Cross (ARC) and local governments to develop plans and make arrangements in advance to assure that they are prepared.

The Petris Bill

California Government Code Section 8607 requires public schools to respond to disasters using the Standardized Emergency Management System (SEMS) by December 1996. SEMS includes

- 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
- Incorporation of SEMS into all school plans, training and drills
- Documentation of the use of SEMS during an actual emergency

Homeland Security Presidential Directive 5 (HSPD-5)

On February 28, 2003, President George W. Bush issued Homeland Security Presidential Directive 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 (**including REMS grants**), contracts and other activities by Fiscal Year 2005.

“All K-12 schools receiving Federal preparedness monies through the U.S. Department of Education (ED), the U.S. Department of Homeland Security (DHS), and/or the U.S. Department of Health and Human Services (HHS) are required to support the implementation of NIMS. Award recipients of ED's Readiness and Emergency Management for Schools (REMS) are required to implement, in conjunction with community partners, identified NIMS compliance activities”.

NIMS includes training requirements in the Incident Command System. All “key school personnel” are to complete ICS100, ICS200 and IS700.

School records are considered vital records and need to be protected. It is recommended that vital records be duplicated and kept off-site in the event something happens to the facility at Lighthouse. Director of Operations, Arlene Aldrette is responsible for the protection and preservation of vital records. Lighthouse stores hardcopies of records and files, regulations, and contracts in the Director of Operations office. Back-up data systems are stored at the Lighthouse Community Charter Public School home office at 433 Hegenberger Road, CA. 94621.

Lighthouse Community Charter Public School must ensure that disaster planning, response, and recovery takes into consideration the students and employees protected by the Americans With Disabilities Act. For people with disabilities, the problems of evacuating a building during an emergency are a major concern. Many people with mobility impairments cannot use stairs and people with hearing and vision impairments may not receive emergency notification and directions unless they are provided in both audible and visual forms. In addition, people with learning, emotional or cognitive disabilities may need to have safety and emergency procedures taught in a language or terms they understand. Because schools may, at one time or another, have staff, students or visitors who need evacuation assistance, Lighthouse Community Charter School will make every effort in an emergency to deal with the needs of individuals with disabilities. In the initial hours of a disaster there may be a shortage of resources, and priorities will be on lifesaving operations,

not care & sheltering. It may therefore, take additional time to deal with the needs of individuals with disabilities.

SECTION TWO

CONCEPTS OF OPERATIONS

There are four phases of emergency management described by the Department of Homeland Security, FEMA, the California Emergency Management Agency (CalEMA) and the U.S. Department of Education Office of Safe and Drug-Free Schools:

- **Phase I – Mitigation/Prevention** addresses what schools can do to reduce exposure to risks and hazards and lessen the potential impact of an emergency situation. Mitigation efforts can occur both before and after emergencies or disasters.
- **Phase II – Preparedness** focuses on the roles and responsibilities of the school emergency response teams and the actions, exercises and supplies needed for various emergency scenarios. These activities develop readiness and response capabilities.
- **Phase III – Response** presents detailed procedures for implementing appropriate actions for most types of emergencies that may be encountered in a school setting. In this phase, schools mobilize resources needed to address the emergency at hand. Emphasis is placed on minimizing the effects of the emergency or disaster.
- **Phase IV – Recovery** focuses on general strategies to follow after the emergency and restoring affected areas to pre-emergency conditions in order to return to the normal learning environment as quickly as possible. Recovery activities may be both short-term and long-term; ranging from restoration of essential utilities such as water and power, to mitigation measures designed to prevent future occurrences of a specific threat.

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 features of ICS are common terminology and the division of response activities into five functional units that essentially eliminate the possibility of the duplication of efforts. ICS became the model for the state's standardized system.

Standardized Emergency Management System (SEMS)

The SEMS was developed as a result of the lack of agency and multi-jurisdictional coordination during the East Bay Hills Fires in Oakland in 1991. SEMS is used throughout California to manage and coordinate any emergency response involving more than one agency or jurisdiction. The primary components of SEMS are the Incident Command System, Multi-Inter-Agency Coordination, the Master Mutual Aid System and Operational Areas. Use of SEMS during a disaster response is an eligibility requirement for local governments, agencies and special districts (utility

companies, public schools, etc.) to receive State reimbursement of personnel and equipment response costs following a disaster.

National Incident Management System (NIMS)

After the national tragedy on September 11, 2001, the NIMS was developed to address incidents of national significance. NIMS is the nation's first standardized management approach that unifies federal, state and local government resources for incident response. Implementation of a common language, organizational structure and procedures facilitates the flow of communication and coordination among all responding agencies to improve tracking, deployment, utilization, and demobilization of needed mutual aid resources. Federal funding for emergency preparedness, response, and recovery grants is attached to the use of NIMS.

Mutual Aid

Public schools are not traditional response organizations and more typically are recipients of first responder services provided by fire and rescue, emergency medical and law enforcement agencies. Individual school participation in local government's emergency preparedness programs is essential to ensure that first responder services are delivered to schools in a timely and effective manner. In case of an emergency that is beyond the capabilities of the school to handle, it is recommended school personnel coordinate with local emergency response agencies. This may include having a member or members act as liaison with the responding agencies.

Unified Command

The control of and response to campus emergencies is the sole responsibility of the school site emergency teams until professional first responders arrive. Once they are on scene, incident command transitions to a Unified Command, wherein representatives from each of the agencies present work together to coordinate resources and give direction. The school's Principal/Incident Commander will begin to work closely with the professional Incident Commander to plan and carry out response activities. Other school 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.

Emergencies are often described in terms of the following three levels:

Level 1 – School Emergencies

A situation in which the scope is limited to school settings and school-based personnel, and no outside assistance is needed.

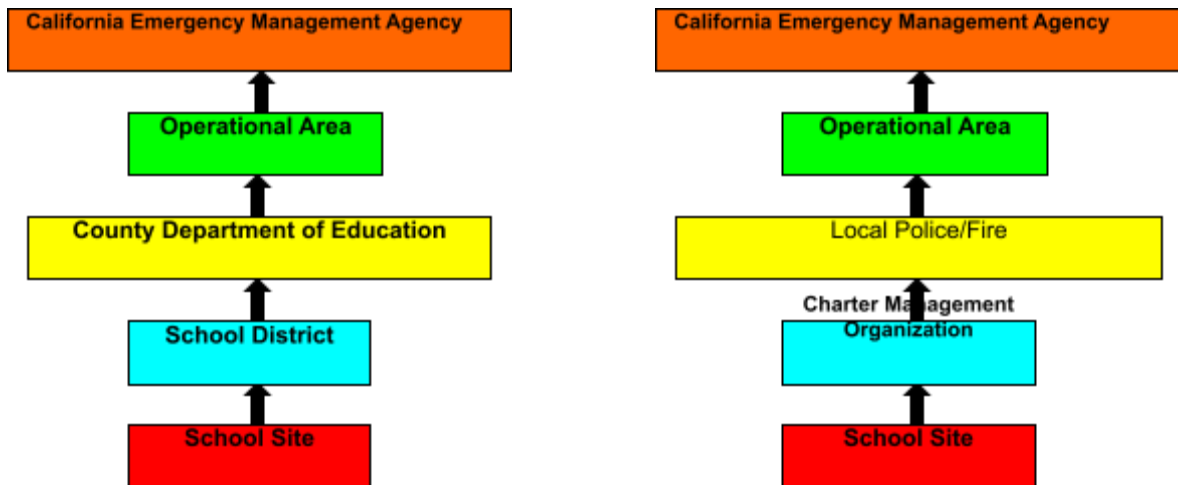
Level 2 – City Emergencies

A situation at the school where the scope of the emergency necessitates assistance from City emergency response agencies. These events require help from outside resources, but do not reach the scope and gravity of County emergencies requiring regional support.

Level 3 – County Emergencies

These include large-scale events where coordination of services from local and regional response agencies is warranted. In many of these situations the school's role is to implement protocols until appropriate community agencies (e.g., police, fire and rescue) respond and assume responsibility. Schools must be prepared to rely on their own resources until help arrives.

SEMS consists of five emergency management levels. The chart on the left depicts the emergency management reporting levels as they would reflect a typical public school, while the chart on the right shows the levels for a charter school. These levels are followed as the resource requirements are exhausted and expand over the course of the incident.



Plan Activation

When an emergency situation occurs, school staff must quickly determine what initial response actions are required. This is done by identifying the type of emergency; identifying the level of emergency; and determining the immediate actions that are required. This plan will be activated under conditions where support and involvement from resources outside of the school are necessary to ensure the safety and security of the students and staff. A director, or designee, has the responsibility and authority to activate this emergency plan.

Incident Command Post

The Incident Command Post (ICP) is a designated field location that the Incident Commander will use to oversee all of the incident operations and coordinate and direct the units involved in the emergency response. The ICP should be set up a safe distance from the emergency site and be identified with a sign, so that it is visible to staff and incoming emergency responders. If the Incident Commander activates the Management Section positions, those staff members will work alongside the Incident Commander from the ICP. The ICP location will be selected based on the type and size of the incident that has occurred.

Emergency Operations Center

An EOC is typically used to coordinate large scale emergencies that will last for several days and will require assistance from outside emergency response agencies. An EOC is a facility used to be the central point of coordination, policy direction, organization and support for the emergency or disaster. The EOC's primary function

is to support the emergency response operations that are occurring at the scene of the emergency. Information gathered from individuals working at the incident will provide an overall view of what has occurred, what is taking place, and what needs to be done. The EOC is also where resource allocations can be prioritized, tracked and coordinated with the outside assisting agencies. Within the EOC, the overarching objectives for the emergency response should be developed to achieve the overall goals of life safety, and protection of property and the environment. The EOC location must have sufficient work space for the EOC responders to communicate with representatives from the field operations and coordinate the emergency incident.

Note: Typically not activated by a Charter School

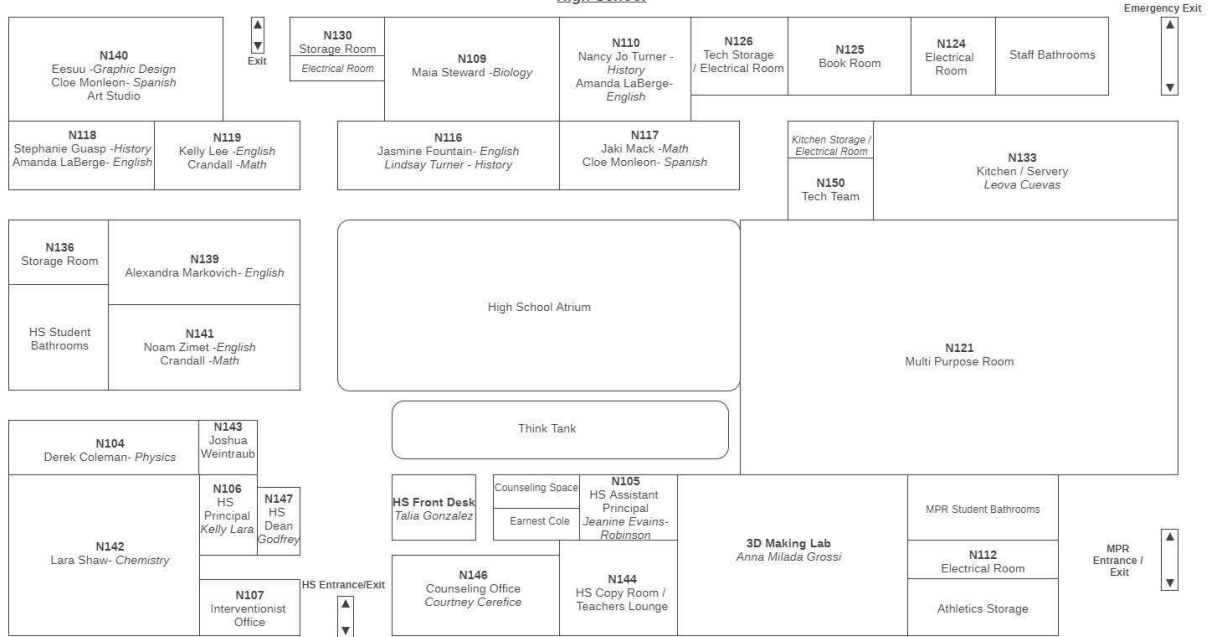
Situation and Assumptions

The school is located at 444 Hegenberger Road, Oakland, 94621. The site consists of 1 building. There is an average daily attendance of 800 students and 130 faculty members on the site. In most instances, school staff and/or local fire and law enforcement agencies will handle most of the emergencies on site. During an emergency, centralized direction and control is the most effective approach to management of emergency operations. School administration and staff will coordinate with local emergency response agencies in the event they are called to respond to an emergency.

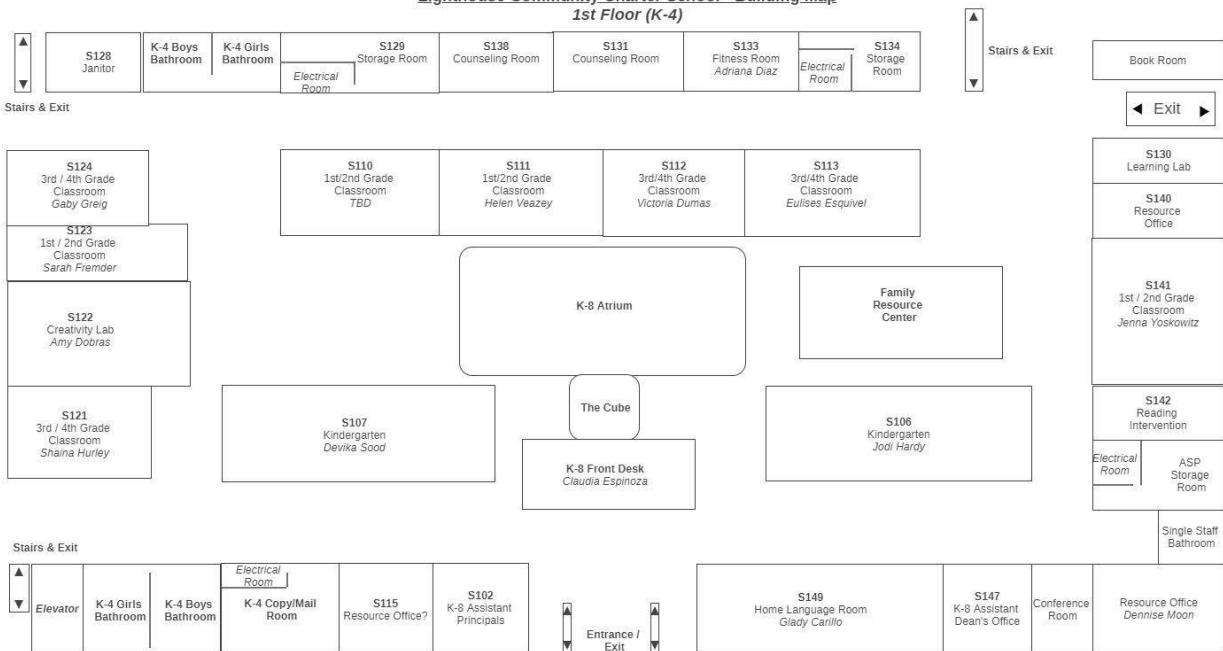
Communications

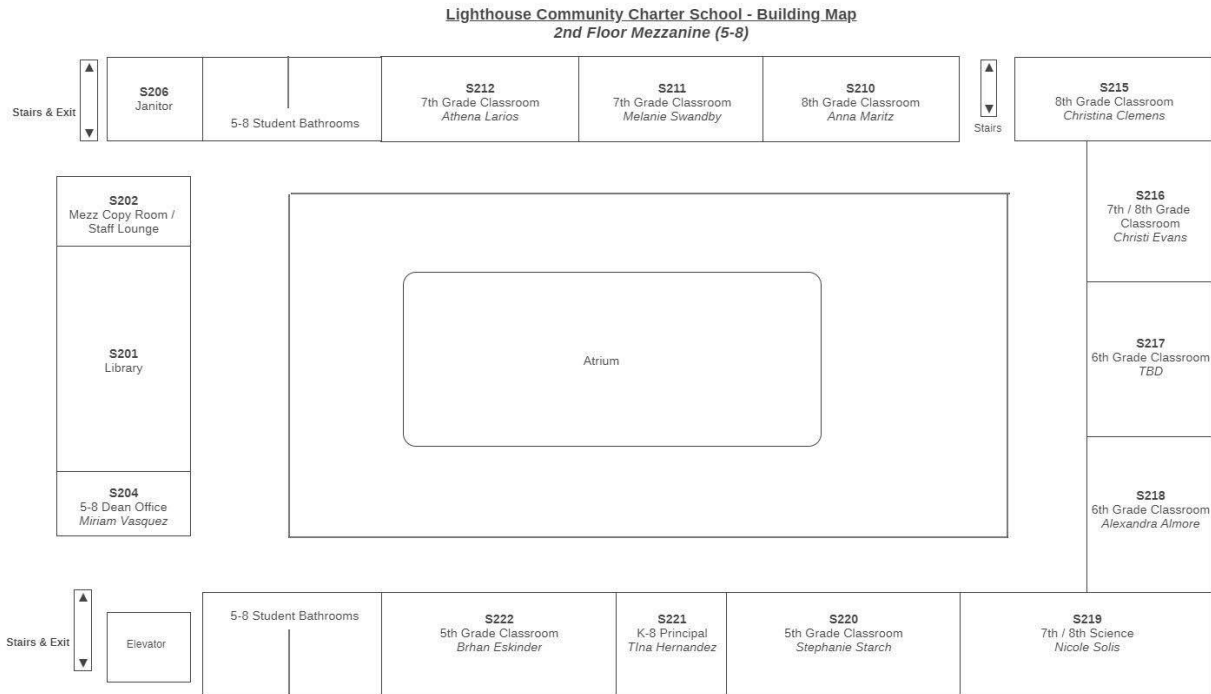
When an emergency condition exists, the Incident Commander will notify the pre-designated personnel to respond to their area of assignment, or make assignments as necessary. The methods of communication that will be used are Intercom, two-way radios, telephones, or runners. Notifications will be given in plain language. Code words shall not be used.

Lighthouse Community Charter School - Building Map
High School



Lighthouse Community Charter School - Building Map
1st Floor (K-4)





**AT MINIMUM INCLUDE THE FOLLOWING INFORMATION ON THE MAP:
(Primary and Alternate evacuation route maps shall be placed in each room)**

NOTE:

Develop a diagram of the entire school site and surrounding area and identify the locations and staging areas. Blue prints of the site should be available in addition to the map or diagram. Blue prints may be necessary in certain fire or law enforcement situations.

Include:

- Primary evacuation routes
- Alternate evacuation routes
- Handicap evacuation areas
- Utility access/shut-off for
 - Gas
 - Water
 - Electricity
 - HVAC System
 - Telephone system
- Site assignments and Staging Areas
- HazMat storage areas
- Heat plants/boilers
- Room numbers
- Door locations

EMERGENCY TELEPHONE NUMBER DIRECTORY

Local Law Enforcement (i.e. Oakland PD, Alameda S.D, etc.)	Oakland Police Department	510-777-3333
Fire/Paramedics (i.e. Oakland FD, Alameda Co., etc.)	Oakland Fire Department	510-238-3938
Local Hospital (1)	Highland Hospital	510-437-4865
Local Hospital (2)	Children's Hospital	510-428-3000
Electric Company	Pacific Gas & Electric Company	1-800-734-5000
Gas Company	Pacific Gas & Electric Company	1-800-734-5000
Water Company	East Bay MUD	1-866-403-2683
Animal Control/Shelter	Oakland SPCA	510-569-0702
Position		
CEO	Name	Cell
	Rich Harrison	303-472-6124
Director of Operations	Arlene Aldrette	510-499-3086
Principals	Tina Hernandez Kelly Lara	510-435-8607 925-353-3799
Dean of Students	Miriam Vasquez/ Geoffrey Godfrey	510-508-7574/ 510-756-7578
Assistant Principals	Anna Lima Kelly Norris	404-406-7692 408-605-7360
Operations Associate	Franklin Zuniga	510-200-4256
Director of Student Services	Erin Wesseldine	510-435-5091
IT Team member	Joette Harris	510-927-1175
Front desk	Brenda Laborio Liseth Aguilar	510-712-4261 510-258-2399
After School Coordinator	Aunnmarie Viceral	510-586-3883

Board President	Kimi Keen	TBD

INCIDENT COMMAND SYSTEM FUNCTIONS

ICS is the standardized management tool for command, control, and coordination of the response to an emergency. ICS provides a means to coordinate the efforts of individual agencies as they work toward the common goal of stabilizing the incident and protecting life, property, and the environment. ICS uses principles that have been proven to improve efficiency and effectiveness and applies those principles to emergency response for any type of situation.

Responding to emergencies, from a single victim accident to a large-scale disaster, often requires cooperation among several responding agencies. In an emergency, you and other personnel from your school may be called upon to help with the response. You may not be working in your day-to-day position. All emergency response agencies utilize ICS as the organizational structure for emergency response, so it is more efficient for your school to function in the ICS environment as well.

The five major components of ICS, Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration, are the foundation upon which the ICS organization develops. ***These five components will be colorized through the remainder of this section.***

Management: Provides overall emergency policy and coordination. This function is directed by the Incident Commander (IC) who is typically the principal. The IC is assisted in carrying out this function by a Management Team which consists of a Public Information Officer, Safety Officer, and School Liaison.

Operations: Directs all tactical operations of an incident including implementation of response activities according to the emergency procedures including care of students, first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students to parents.

Planning/Intelligence: Collects, evaluates and disseminates information needed to measure the size, scope and seriousness of an incident and to plan an appropriate response. Also documents information about the emergency response and plans for recovery operations.

Logistics: Supports emergency operations by acquiring and providing needed personnel, equipment, facilities, resources and services required for the response including coordinating personnel; assembling and deploying volunteers; and facilitating communications among emergency responders.

Finance/Administration: Oversees all financial activities including purchasing of necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation to FEMA for reimbursement and recovering school records following an emergency.

Within the ICS, an emergency response organization consisting of these five components or *Sections* can be activated, depending on the needs established. These sections may be applied during a routine emergency, when preparing for a major non-emergency event, or when managing a response to a major disaster. In small-scale incidents, all of the components may be managed by one person, the Incident Commander. Large-scale incidents usually require that each component, or section, is set up separately. Each of the primary ICS sections may also be divided into smaller functions as needed and customized for the needs that occur in a school environment.

The Management Section consists of the following functional components:

Incident Commander: the person in charge at the incident and responsible for the overall response to the emergency. The IC may conduct all of the functions of the sections, or activate positions and units as the incident grows, and de-activate them as the incident stabilizes.

Public Information Officer: handles all media inquiries, writes press releases and coordinates the release of information to the media through the Incident Commander.

Safety Officer: monitors safety conditions and develops measures for ensuring the safety of all assigned staff.

School Liaison: is the on-scene contact for other agencies responding to the incident.

The Operations Section consists of the following components:

Search and Rescue Unit: conducts search of every room on campus for victims that are trapped or injured and evacuates them from the building to a triage or safe location.

First Aid/Medical Unit: establishes a medical triage area and provides/oversees care given to the injured.

Fire Suppression/Hazmat Unit: locates and extinguishes small fires as appropriate and evaluates the area for release of any chemicals.

Damage Assessment Unit: performs initial assessment of damage to buildings and structures looking for structural damage, and shuts down utility systems if necessary.

Student Release/Reunion Unit: manages the assembly area for students and ensures proper identification procedures to reunite students with parents or authorized persons.

Assembly Area/Shelter Unit: establishes and sets-up shelter facilities for staff and students required to stay at the site.

Crisis Intervention Unit: provides the immediate mental health assistance needed by staff and students, and assesses long-term mental health requirements.

The Planning/Intelligence Section consists of the following components:

Situation/Resource Status Unit: the collection, evaluation, dissemination, and use of information about the status of the incident and the resources assigned to it.

Documentation Unit: maintains a log of all emergency developments and response actions and other necessary documentation.

The Logistics Section consists of the following components:

Supplies/Distribution Unit: acquires and distributes the necessary resources, supplies, equipment and materials for the response to the emergency.

Transportation Unit: provides for the transportation of students and staff to evacuation sites and for trucks/vehicles to deliver equipment.

Personnel Unit: coordinates the assignment of staff and volunteers to fill positions as needed and requested by the Incident Commander.

Facilities Unit: designates facilities for the ICS organization as necessary and ensures that the accommodations fit the requirements of the function.

The Finance/Administration Section consists of the following components:

Compensation/Claims Unit: processes workers compensation claims and claims for damages related to the emergency response.

Purchasing/Procurement Unit: arranges for purchases of needed equipment, supplies and materials with vendors or pre-designated contractors.

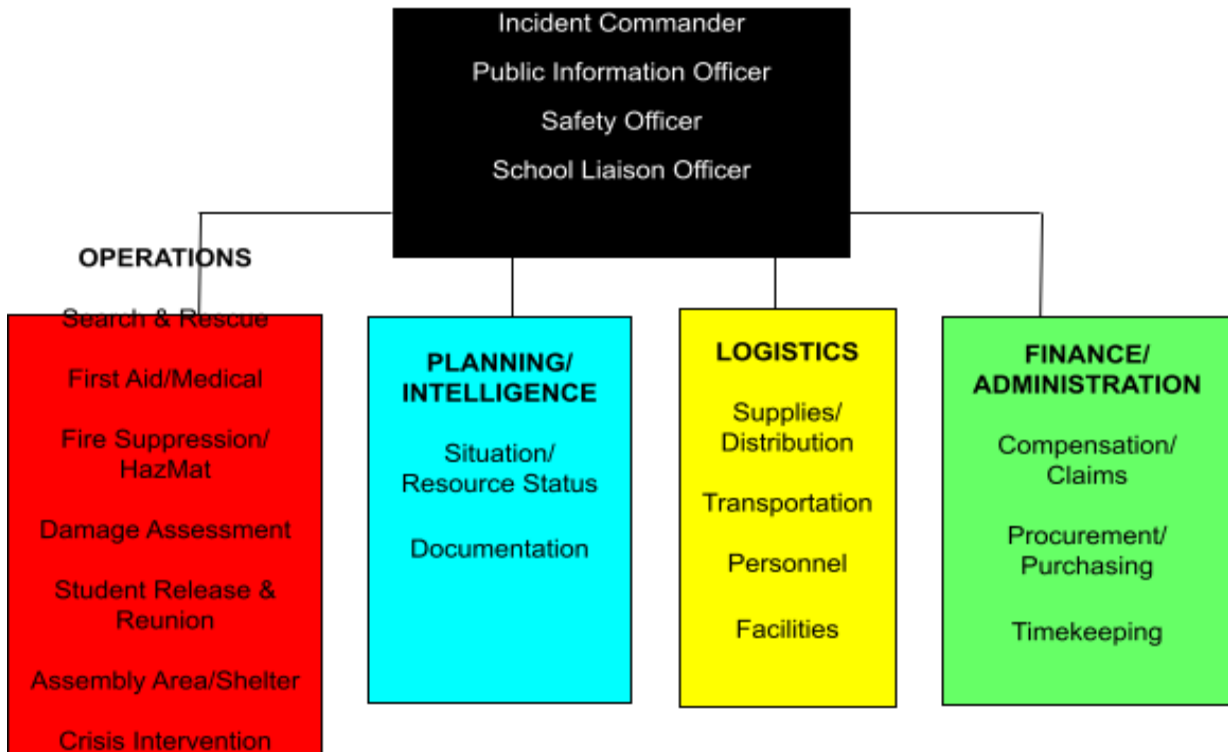
Timekeeping Unit: maintains a log of all and response actions, including financial expenditures, timekeeping, and other necessary documentation.

It is recommended that the school conduct a survey to assess the emergency response related skills, previous training and experience of the school staff to determine who may best work in the different ICS functional positions. Pre-assigning staff to the functional ICS roles will enable each staff member to prepare for the responsibilities they may have during the response to an actual emergency. The school should also evaluate the need for additional emergency response training for staff members. (See Appendix A – Employee Emergency Skills Survey)

ICS Functional Positions		
Position/Unit	Staff Member	Alternate
MANAGEMENT SECTION		
Incident Commander	Ops Assocaite	DoO and/or principals
Public Information Officer	CEO	CAO
Safety Officer	DoF	DoO
School Liaison	CEO	CAO
OPERATIONS SECTION		
Search & Rescue	Dean of Students	
First Aid/Medical	Office Managers	
Fire Suppression/Hazmat	Dean 1	Dean 2
Damage Assessment	DoF	
Student Release/Reunion	Office Managers	
Assembly Area/Shelter	Lead Food Server	
Crisis Intervention	Director of Student Services and Lead Counselor	
PLANNING/INTELLIGENCE SECTION		
Situation/Resource Status	Office Managers	
Documentation	Office Managers	
LOGISTICS SECTION		
Supplies/Distribution	Office Managers	
Transportation	Ops Assocaite	

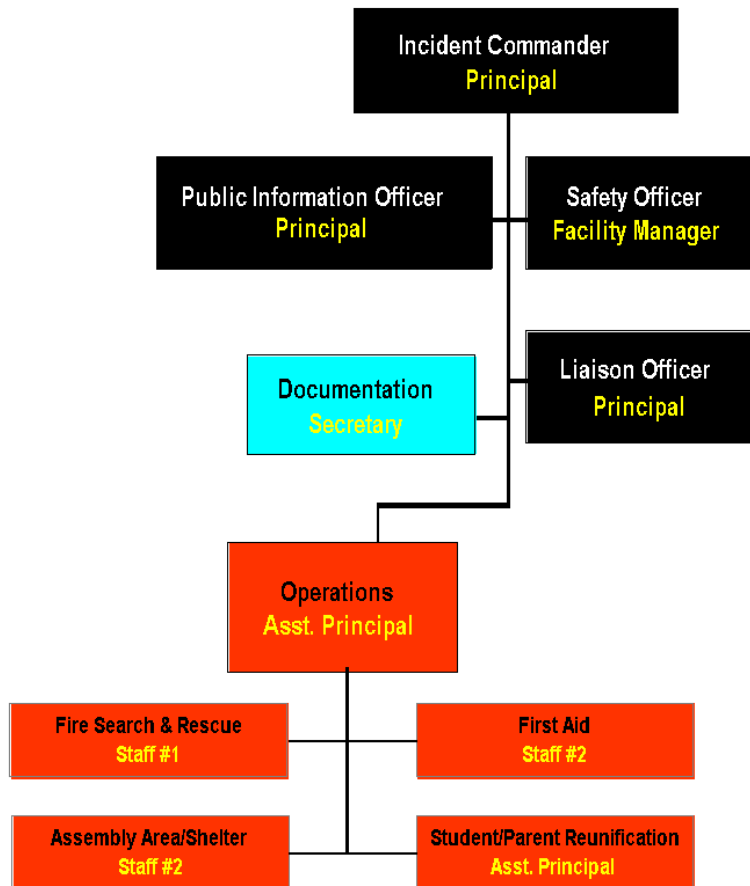
Personnel	Director of Talent	HR Manager
Facilities	DoO/Ops Assocaite	CEO
FINANCE/ADMINISTRATION SECTION		
Compensation/Claims	DoF	DoO
Purchasing/Procurement	Ops Assocaite	Billing department
Timekeeping	Ops Assocaite	Billing department

The following ICS organizational chart shows an ICS organization at a typical public school. Each one of the five sections has specific functions that typically occur or need to be conducted during the course of an emergency or disaster. Each functional position has a person or a team tasked with carrying out the responsibilities associated with the position. These positions and their affiliate Sections are outlined as follows:



Inevitably, at some point in an emergency or large scale disaster, most of these functions will need to be conducted. Within the ICS, you can expand the response organization on an as needed basis, activating a functional position when needed, and deactivating positions that are no longer necessary. Typically the school principal assumes the Incident Commander responsibilities and activates the other positions as needed. *Staff may be assigned to perform more than one role, depending on the number of school personnel available to respond.*

The following ICS chart shows what an ICS organization could look like at a typical charter school incident. Note that some staff members perform more than one role.



INCIDENT ACTION CHECKLISTS FOR ICS

The following pages are Incident Action Checklists for each ICS position in the school emergency organization that may be activated at the time of an emergency. Staff members that have been pre-assigned a role in an emergency should familiarize themselves with the specific checklist for their pre-assigned position.

MANAGEMENT SECTION – INCIDENT COMMANDER

Primary Responsibilities

- Overall management of the response to the incident
- Assess the severity of the incident
- Make notification to professional/outside emergency responders of the incident
- Establish the Incident Command Post
- Set up check-in procedures at the ICP
- Activate ICS organization positions as necessary
- Establish objectives for the incident action plan
- Ensure the safety of students, staff, volunteers and campus visitors
- Deactivate ICS positions as needed

Start-up Actions

- Put on personal safety equipment
- Read position description
- Assess nature and scope of emergency/disaster
- Determine level of threat to people and facilities
- Implement emergency/disaster plan appropriate to situation (see Appendix C)
- Meet with activated Management Staff and Unit Leaders
- Make sure you assign an alternate Incident Commander

Operational Duties

- Monitor overall response activities by staying in communication with assigned staff in ICS positions
- Work with assigned staff to write overall response objectives and revise as needed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Initiate Student Release when appropriate (*be sure Student Release Unit is set up*)
- Approve media releases for Public Information Officer (PIO) to release information to the appropriate agencies
- Supervise Section activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Terminate all response activities after determining the incident has been resolved

- Ensure that all pending actions will be completed after deactivation
- Initiate recovery operations
- Direct the return of all equipment and reusable supplies to Logistics
- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit.
- Check-out at ICP and leave contact information in case you need to be reached

MANAGEMENT SECTION – PUBLIC INFORMATION OFFICER

Primary Tasks

- Liaison between the school, the media and the public
- Obtain information about the incident to write press releases
- Get press releases approved by the Incident Commander
- Deliver press releases to media and public

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Read position description
- Meet with Incident Commander, Management Staff and Unit Leaders
- Designate a media reception area (*with Incident Commander approval*)
- Advise on-site media of time of first press release or press conference

Operational Duties

- Keep updated on response activities
- Schedule regular press conferences, if appropriate
- Get approval of Incident Commander for all press releases/statements
- Remind staff/volunteers to refer all questions from parents or the media to the PIO
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being made on the Position Activity Log
- Arrange for the translation of announcements and response-related information
- Monitor news broadcasts and correct any misinformation as soon as possible
- Make sure that the Incident Commander is aware of all media-related incidents
- Supervise activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Release PIO staff and volunteers when directed by Incident Commander
- Return all equipment and reusable supplies to Logistics
- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

Guidelines for Speaking to the Media

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

- **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

(See Appendix M – Sample Informational Releases)

MANAGEMENT SECTION – SAFETY OFFICER

Primary Tasks

- Monitor all response operations to ensure the safety of staff, students and others on campus
- Stop any response activity that would create an unsafe situation or put anyone at risk

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Read position description
- Meet with Incident Commander, Management Staff and Unit Leaders

Operational Duties

- Maintain incident records and track response activities
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Monitor emergency response activities for safe practices
- Identify and mitigate on-site hazards and unsafe situations whenever possible
- Stop or modify any unsafe activities/operations
- Ensure that school response units are using appropriate safety equipment

- Anticipate situation/problems before they occur
- Consider probable situation changes (aftershocks, etc.) and how they will affect response activities
- Work with Maintenance/Fire/Site Security Team Leader to determine if buildings are safe to search
- Supervise activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- Release Safety staff and volunteers when directed by Incident Commander
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

MANAGEMENT SECTION – LIAISON OFFICER

Primary Tasks

- Meet with response agencies and organizations such as law enforcement, fire services, the American Red Cross, etc. on behalf of the Incident Commander
- Maintain the check-in log for all staff and volunteers responding to the incident

Start-Up Actions

- If already initiated, take over check-in/check-out procedures. If not, implement these procedures
- Put on personal safety equipment
- Read position description
- Meet with the Incident Commander, Management Staff and Unit Leaders for initial briefing

Operational Duties

- Brief agency representatives on the status of the situation, response priorities, and the incident action plan
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Ensure the coordination of efforts by keeping the Incident Commander informed of agency action plans
- Provide periodic updates to agency representatives as necessary
- Supervise activities, schedule breaks and re-assign staff, as needed
- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Release Liaison staff and volunteers when directed by the Incident Commander
- Return all equipment and reusable supplies to Logistics

- ❑ Close logs. Direct all logs, reports, and response-related documentation be completed and submitted to the Documentation Unit
- ❑ Complete Check-in/Check-out Log and provide to Documentation Team. Make sure to leave contact information in case you need to be reached (see Appendix D)

OPERATIONS SECTION – SEARCH AND RESCUE UNIT LEADER

Primary Responsibilities

- Conduct visual search of every classroom, office, storage area, auditorium, bathroom, outdoor area, etc. for trapped or injured victims
- Evacuate trapped or injured victims from their location to a safe place
- Cordon off buildings or locations that are unsafe to enter
- Mark buildings that have been searched with a sign or caution tape
- Ensure that Search and Rescue is conducted with a two-person team

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with IC for briefing and assignments
- Gather and inspect all equipment and supplies
- Check flashlight and radio batteries; perform radio check
- Make sure you and your partner have school site maps

Operational Duties

- Report all gas leaks, fires, and structural damage to the Utilities Unit.
- Inspect the exterior of each building for structural integrity *before* entering.
- Identify unsafe areas with caution tape (**DO NOT** enter unsafe buildings)
- Search **ONLY** structurally sound buildings
- Search assigned areas using established search protocols
- As searched rooms have been cleared, call in report to the IC (“Room B-2 is clear”)
- Perform emergency first aid on severely injured victims first
- Rescue lightly trapped victims afterward
- Transport injured victims to triage area **Remember to use proper lifting techniques to avoid back strain*
- Provide any medical treatment given for injured victims to Medical Unit
- Provide IC with regular updates on numbers and condition of victims (*Use proper protocol, i.e., no names are broadcast over the radio.*)
- Note damage on your team map and relay information to the IC
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log (see Appendix N)

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs, paperwork and other documents and turn them over to the Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – FIRST AID/MEDICAL UNIT

Primary Responsibilities

- Establish a medical triage area with CPR/first aid trained staff or volunteers
- Provide care and oversee status of injured people
- Request advanced medical care when necessary
- Provide personal protective equipment (latex gloves, bandages, etc.) when needed
- Document any and all care given to injured and pass information on to professional medical responders

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Gather all supplies and personal safety equipment and transport to site of medical triage area
- Set-up medical triage area away from public view. Area should be accessible to emergency vehicles
- Set-up morgue (*if needed and if long response time from Coroner*)
- Assess need to set-up intervention/counseling area with Crisis Intervention Unit

Operational Duties

- Maintain accurate treatment records using the Medical Treatment Form
- Monitor/assess patients at regular intervals
- Report deaths immediately to IC (*by runner, NOT over the radio*)
- When transportation becomes available, facilitate patient evacuation and note status on Medical Treatment Form (*maintain original Medical Treatment Forms*) (see Appendix I)
- If injured student is transported off campus, send a copy of student emergency contact card with him/her (*request copies from Documentation Unit*)

If sufficient staffing for Medical Team - Set Up Treatment Areas "Immediate" and "Delayed"

- Have team members check-in at the ICP
- Assign one team member to do intake:
 - Greet injured student/staff, reassess and/or confirm triage category
 - Direct victim or transport of victim to appropriate treatment area.
- Assign one team member to conduct "head to toe" assessment
- Provide appropriate first aid
- Fill out Medical Treatment Form. If triage category changes, attach any previous tags to current tag
- Monitor condition of "delayed" victims and watch for any changes in condition
- Maintain Medical Treatment Forms for all victims

Deactivation

- Oversee the closing of the first aid station
- Direct the proper disposal of hazardous waste
- Release Medical Team per direction of the IC
- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – FIRE SUPPRESSION/HAZMAT UNIT**Primary Responsibilities**

- Locate and extinguish small fires as appropriate
- Shut off utilities that could be hazardous or fire danger and report to IC
- Evaluate areas for any release or potential release of chemicals
- Cordon off hazardous areas with caution tape
- Ensure Fire Suppression/Hazmat is conducted with a two-person team
- This position could be assigned in conjunction with the Damage Assessment/Utilities Unit

Start-Up Actions

- Check-in at the ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- Survey on-campus hazards and prioritize team response
- Work with Safety Officer to determine if buildings are safe to begin search and coordinate with Search and Rescue Unit
- Make sure you have a school site map

Operational Duties

- Control and/or suppress small fires
- Check for gas leaks or any other potential hazard that could start a fire
- Determine building damage levels before entering and inform IC if buildings are not safe to enter for a search
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Release Team members per direction of IC

- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – DAMAGE ASSESSMENT/UTILITIES UNIT

Primary Responsibilities

- Perform initial assessment of buildings and structures looking for structural damage
- Check gas meters, electrical outlets and wires, water pipes, filters, systems for damage
- Turn off utility if damaged and poses a hazard
- Cordon off the areas of hazard with caution tape
- This position could be assigned in conjunction with the Fire Suppression/Hazmat Unit

Start-Up Actions

- Check-in at the ICP
- Put on personal safety equipment
- Attend a briefing with the IC
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- Utilize Damage Assessment Checklist (Appendix B) to survey buildings
- Survey on-campus hazards and prioritize team response
- Work with Damage Assessment Unit and Safety Officer to determine if buildings are safe to begin search
- Coordinate with Search and Rescue Unit and Fire Suppression/Utilities Unit
- Make sure you have a school site map

Operational Duties

- Check gas meter and shut it off **ONLY IF IT IS LEAKING**
- Secure on-campus water system
- Survey buildings for potential hazards and post warnings with signs and caution tape
- If possible, determine damage levels and inform IC if buildings are not safe to enter for a search
- Provide clear routes for campus access for emergency response vehicles
- Maintain security for campus and ensure facility is inaccessible to public
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Release staff and volunteers per direction of IC
- Ensure close-out of all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – STUDENT RELEASE/REUNION UNIT

Primary Responsibilities

- Account for students in the Assembly Area by conducting roll call
- Track missing students and staff
- Ensure proper identification procedures to reunite students with parent or authorized person for student release
- Supervise student Assembly Area
- Maintain accurate account of students

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Gather all equipment and supplies
- Attend a briefing with the IC
- Set-up secure Request and Release Gates
- Post alphabetized signage on Request Table (i.e., A-F, G-L, M-R, S-V, W-Z)
- Get Student Emergency Contact Cards from Documentation Unit

Operational Duties

- Check with school secretary to account for staff absences, substitutes or visitors
- Determine if there are any staff/visitors unaccounted for and refer to Safety Officer
- Gather classroom rosters from teachers to account for all enrolled students

Request Gate Staff

- Divide Student Emergency Cards that correspond with table signage
- Verify ID of adult requesting to pick up student (see Appendix F)
- Send runner to assembly area for requested student(s)
- Direct requestor to Release Gate to wait for their student(s)

Runners

- Retrieve student(s) from Assembly Area Unit
- If student is absent, missing, or receiving first aid, direct parent/guardian to proper location, i.e., First Aid area, Crisis Intervention area, etc.
- Release student(s) to parent/authorized adult when directed by Release Gate Staff and return to Request Gate

Release Gate Staff

- Match adult requester to student(s)

- Verify requester ID and have them countersign Student Request Form
- Release Student(s) (see Appendix G)
- Release Runner to return to Request Gate
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Close down tables and return all equipment and reusable supplies to Logistics.
- Make sure all confidential information (i.e., student emergency contact cards) is returned to Documentation Unit for secure storage
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out and leave contact information in case you need to be reached

OPERATIONS SECTION – ASSEMBLY AREA/SHELTER UNIT

Primary Responsibilities

- Lead students to temporary Assembly Area
- Oversee the care and needs of students in the Assembly Area
- Establish a shelter for students/staff required to stay at the school site
- Manage and staff the shelter in accordance with Shelter Procedures

Start-Up Actions

- Check-in at ICP
- Attend a briefing with the IC
- Put on personal safety equipment
- Locate all needed supplies
- Assess available personnel, make appropriate assignments and provide a briefing
- If designated assembly/shelter site is destroyed or inaccessible, consult with IC to determine alternate location(s)
- Initiate shelter set-up or, *if evacuating*:
 - Confirm that assembly area and routes to it are safe
 - Count/observe classroom evacuations (make sure all exit)

Operational Duties

- Ensure initial record of all students and staff in shelter/assembly area is made and that it is updated regularly during the incident
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Monitor safety/well being of students and staff in shelter or assembly area
- Oversee the procurement and distribution of food and water
- Direct set-up of sanitary facilities when necessary
- Coordinate Student Release with Student Release Unit when directed by IC
- Administer *minor* first aid, as needed
- Supervise team activities, schedule breaks and re-assign staff, as needed

- Remember shift changes and establish a process for briefing incoming staff

Deactivation

- Close shelter per direction of IC, release staff and volunteers
- Collect all logs, documentation and paperwork and provide to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Ensure that all team members have checked-out at the ICP
- Check-out at the ICP and leave contact information in case you need to be reached

OPERATIONS SECTION – CRISIS INTERVENTION UNIT

Primary Responsibilities

- Assess the immediate crisis intervention required by students and staff involved
- Consider the long-term mental health support needs of students and staff
- Provide counseling/crisis intervention by contracting with licensed provider

Start-Up Actions

- Check-in at ICP
- Meet with IC for a briefing
- Put on personal safety equipment
- Establish a quiet location to conduct crisis intervention/counseling
- Gather all supplies and transport to intervention/counseling site

Operational Duties

- Set-up campus intervention/counseling site
- Provide for and monitor well being of staff, students, and volunteers
- Maintain log of all assistance given and nature of that assistance
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Communicate need for outside assistance to IC
- Cooperate with outside agency crisis intervention teams
- When necessary, request student emergency contact cards from Documentation Unit

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached.

PLANNING/INTELLIGENCE SECTION – SITUATION ANALYSIS

Primary Responsibilities

- Collect, organize and analyze information about the emergency
- Provide current situation analysis by visual displays for IC and Management Staff
- Give periodic updates of the emergency situation to the IC

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with the IC for a briefing
- Gather all supplies and set up work area

Operational Duties

- Record appropriate response-related information on site map (and keep it current)
- Facilitate the updating of the site map throughout the response
- Assess and analyze situation-relevant information
- Anticipate situations and potential problems and develop contingency plans
- Keep IC informed by relaying information gathered from field units
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Return all equipment and reusable supplies to Logistics
- Complete/close-out all logs, paperwork and documentation and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

PLANNING/INTELLIGENCE SECTION – DOCUMENTATION

Primary Responsibilities

- Maintain a log of all emergency developments and response actions
- Keep Student Emergency Contact Cards for use at the Medical Unit and Student Release/Reunion Unit
- Assess the severity of the incident

Start-Up Actions

- Check-in at ICP
- Put on personal safety equipment
- Meet with IC for a briefing
- Check communications equipment to monitor verbal communications orders
- Gather all supplies and set up work area

Operational Duties

- Maintain Student Emergency Contact Cards, making copies for staff when necessary
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Dispatch runners to relay messages to Incident Commander, Management Staff, Unit Leaders, as needed
- Ensure all radio and verbal communications are recorded on Position Activity Log
- Refer all media requests to the PIO
- File all reports as they are turned in. *Although a permanent log may be typed up at a later date; all original notes and records MUST be kept—they are legal documents.*

Deactivation

- Collect all Student Emergency Contact Cards and secure them
- Close out all logs and pending messages, and turn over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – SUPPLIES AND DISTRIBUTION UNIT**Primary Responsibilities**

- Acquire supplies, equipment and materials as requested and distribute
- Obtain necessary food, water, sanitary items for immediate use
- Request purchases of supplies as needed to the Purchasing Unit

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all necessary supplies and equipment

Operational Duties

- Distribute supplies and equipment as requested
- Track all supplies, equipment, materials, sundry items that are distributed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Make requests for purchases of supplies as needed to the Purchasing Unit
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies

- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – TRANSPORTATION UNIT

Primary Responsibilities

- Procure transportation vehicles to evacuate students and staff
- Use trucks/vehicles to deliver equipment to and from campus
- Assist in providing traffic routes for emergency vehicles on and off campus

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment needed

Operational Duties

- Provide for transportation needs as assigned by IC and various Unit Leaders
- Assess the need for and use of vehicles on campus
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Facilitate the return of vehicles to pre-incident locations
- Complete/close-out all logs and other paperwork and turn them over to Documentation Unit
- Return all equipment and reusable supplies to Logistics
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – PERSONNEL UNIT

Primary Responsibilities

- Track assigned staff to the emergency and re-assign when Unit is de-activated
- Assess skills of volunteers and assign people as requested by Units
- Assignments are based on a persons experience and training, not by their daily job assignment.

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment

- Gather necessary supplies and set up work station

Operational Duties

- Survey skills and experience of staff/volunteers to make assignments to Units
- Track assigned staff and notify IC when staff is available for assignment
- Issue needed equipment and supplies to personnel being assigned
- Coordinate with the Timekeeping Unit for accurate records of personnel
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies
- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit
- Check-out at ICP and leave contact information in case you need to be reached

LOGISTICS SECTION – FACILITIES UNIT

Primary Responsibilities

- Assess and locate facilities that could be used during the emergency response
- Ensure the facility fits the accommodations necessary to conduct the operations
- Assess the severity of the incident

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather necessary supplies and equipment

Operational Duties

- Assess facility for listed accommodations as needed
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Secure and restore facilities when no longer needed for the incident
- Stay in contact with IC

Deactivation

- Receive and store all returned equipment and unused supplies
- Complete inventory of equipment and supplies and provide list of materials that need to be replaced
- Complete/close-out all logs and turn them over to Documentation Unit

- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – COMPENSATION/CLAIMS UNIT

Primary Responsibilities

- Process workers compensation claims for injured employees
- Receive claims for damages related to the emergency response
- Maintain accurate records of all claims related to the emergency response

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment as necessary

Operational Duties

- Track staff and volunteer hours
- Track response-related purchases
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Process purchase requests from Logistics Section Chief

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Unit and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – PURCHASING/PROCUREMENT UNIT

Primary Responsibilities

- Arrange for purchases of necessary equipment, supplies and materials
- Utilize pre-designated vendor contracts for purchases
- Seek vendors for materials or services that are not pre-designated
- Track all expenditures related to the incident

Start-Up Actions

- Check-in at ICP
- Meet with the IC for a briefing
- Put on personal safety equipment
- Gather all supplies and equipment as needed

Operational Duties

- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log
- Get approval from the IC for purchases requested

- Process purchase requests from Logistics
- Utilize pre-designated vendor contracts for purchases
- Seek vendors for materials or services that are not pre-designated
- Track all purchases and item requests

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Unit and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

ADMINISTRATION/FINANCE SECTION – TIMEKEEPING UNIT

Primary Responsibilities

- Maintain a log of all personnel hours working at the emergency
- Track all equipment hours related to the incident
- Set up a timekeeping system to ensure accurate records of the incident

Start-Up Actions

- Check-in at ICP
- Meet with the Documentation Unit for a briefing
- Open Go-Kit and put on personal safety equipment
- Gather all supplies and equipment as needed

Operational Duties

- Track staff and volunteer hours
- Track response-related purchases
- Document all incoming messages, all actions taken, all decisions made (and the justification for them), and requests being filled on the Position Activity Log

Deactivation

- Return all equipment and reusable supplies to Logistics
- Add Unit's completed logs, paperwork and other documentation to final information submitted from Documentation Team and turn them over to the IC
- Check-out at ICP and leave contact information in case you need to be reached

The goal of recovery is to return to learning and restore the infrastructure of the school as quickly as possible. Focus should be on students and the physical school site, and to take as much time as needed for recovery. School staff can be trained to deal with the emotional impact of the crisis, as well as to initially assess the emotional needs of students, staff and responders. One of the major goals of recovery is to provide a caring and supportive school environment. Financial recovery and protection of the school's assets are also crucial to the overall restoration of the educational process.

Plan for recovery in the preparedness phase. Determine the roles and responsibilities of staff and others who will assist in recovery during the planning phase. Seek out counseling services so as to train school staff to assess the emotional needs of students and colleagues to determine intervention needs. Experience shows that after a crisis many unsolicited offers of assistance from outside the school community are made. During planning, you may want to review the credentials of service providers and certify those that will be used during recovery.

Also, during the preparedness phase, local vendors who can assist in various recovery efforts should be identified. Items and services, such as debris removal, carpet repair and replacement, cleaning services, computer data recovery, fire restoration, structural engineers, tree damage/repair/removal, etc. should be arranged for in advance of an emergency situation.

Crisis Intervention Team. Service providers in the community may want to assist after a crisis. With prior planning, those with appropriate skills and certifications may be tapped to assist in recovery. This will help school personnel coordinate activities of the community service providers and see that procedures and intervention goals are followed.

Return to the "business of learning" as quickly as possible. Experts agree that the first order of business following a crisis is to return students to learning as quickly as possible. This may involve helping students and families cope with separations from one another with the reopening of school after a crisis.

Provide information on the incident to the appropriate person(s). Follow the chain of command when providing information about an incident. All information is to be disseminated through the school PIO position. It is important to have a single message being sent out to parents, staff, the community and the media. Be clear about what steps have been taken to attend to student safety. Let families and other community members know what support services the school is providing or what other community resources are available. Messages to students should be age appropriate. It may be necessary to translate letters and other forms of

communication into languages other than English depending on the composition of the communities feeding the affected school. Be sure to consider cultural difference when preparing these materials.

Focus on the building, as well as people, during recovery. Following a crisis, buildings and their grounds may need repairing, renovation or repainting/re-landscaping. Conduct safety audits and determine the parts of the building that can be used and plan for repairing those that are damaged.

Provide assessment of emotional needs of staff, students, families and responders. Assess the emotional needs of all students and staff, and determine those who may need intervention by a counselor, social worker, psychologist or other mental health professional, if available. Arrange for appropriate interventions by school or community-based service providers. In addition, available public services could be pre-identified for families who may want to seek treatment for their children or themselves. Appropriate group intervention may be beneficial to students and staff experiencing less severe reactions to the crisis. Group interventions should be age appropriate.

Provide stress management during class time. Trauma experts emphasize the need to create a caring, warm and trusting environment for students following a crisis. Allow students to talk about what they felt and experienced during the traumatic event. Younger children who may not be able to fully express their feelings verbally will benefit from participating in creative activities including drawing, painting or writing stories. Young adolescents benefit from group discussions in which they are encouraged to talk about their feelings, as well as from writing plays or stories about their experiences. Engage older adolescents in group discussions, and address any issues of guilt ("I could have taken some action to change the outcome of the crisis").

Take as much time as needed for recovery. An individual recovers from a crisis at his or her own pace. Recovery is not linear. After a crisis, healing is a process filled with ups and downs. Depending on the traumatic event and the individual, recovery may take months or even years.

Remember anniversaries of crises. Many occasions will remind staff, students and families about crises. The anniversary of a crisis will stimulate memories and feelings about the incident. In addition, other occasions may remind the school community about the crises, including holidays, returning to school after vacations and other breaks, as well as events or occasions that seemingly have little connection to the incident. This underscores the notion that recovery may take a longer time than anticipated.

Staff members need to be sensitive to their own as well as the students' reactions in such situations and provide support when necessary.

- Assemble a Crisis Intervention Team as needed.
- Strive to return to learning as quickly as possible.
- Restore the physical school site, as well as the school community.
- Restore communications systems.
- Institute data recovery procedures.
- Make arrangements for alternative housing for classes and offices, if necessary.
- Monitor how staff are assessing students for emotional impact of the crisis.
- Identify what follow up interventions are available to students, staff and first responders.
- Conduct debriefings with staff and first responders.
- Assess curricular activities that address the crisis.
- Allocate appropriate time for recovery.
- Plan how anniversaries of events will be commemorated.
- Capture "lessons learned" and incorporate them into revisions and trainings.
- Complete all paperwork and reports for financial aid for disaster relief if available.
- Work with local or state emergency services professionals to maximize your cost-recovery efforts.

Government Assistance Programs

The following are recovery programs typically available after a disaster. Not all programs may be applicable to Charter Schools or activated in response to every disaster. In addition, other governmental actions (such as tax relief) and programs (e.g., job training services) may be implemented if disaster conditions warrant. *Consult with your Charter School's legal counsel for applicability.*

- **Local Emergency Proclamation Required**

- **California Disaster Assistance Act (CDAA)** – The CDAA (Government Code § 8680-8692) authorizes the Director of the California Emergency Management Agency (CalEMA) to administer a financial assistance program from the state for costs incurred by local governments as a result of a disaster. This program offers public schools up to 75% of the eligible costs to repair, restore, reconstruct or replace disaster-related damage to buildings; covers direct and indirect costs of grant administration; and covers the cost of overtime and supplies used in response. The remaining 25% cost share is the responsibility of the local government.

- **Governor's State of Emergency Proclamation Required**

- **California Disaster Assistance Act (CDAA)** – With a Governor's Proclamation, a local agency may receive reimbursement (75%) for permanent repair, replacement, restoration costs for disaster-damaged facilities. The remaining 25% cost share is the responsibility of the local government.

- **Presidential Emergency Declaration Required**
Federal Emergency Management Agency Emergency Declaration – With an Emergency Declaration, a local agency, state agency, Indian Tribe or certain non-profit agencies may get reimbursement (75%) for emergency work up to a limit of \$5 million per event. Local agencies may also receive cost-sharing assistance under the provisions of the CDAA for the remaining 25% local share. CDAA assistance is provided on a 75% (state) / 25% (local) cost-sharing basis, which yields a local cost share of 6.25%.

Note: For disaster assistance, charter K-12 schools may first be required to make a claim with their insurance provider, then apply to the Small Business Administration (SBA) for a Physical Disaster Loan (up to \$1.5 million), and then, if rejected by SBA or if there is damage above \$1.5 million, the school can apply to FEMA for additional assistance.

For more information contact the California Emergency Management Agency at ((916) 845-8100 or <http://www.calema.ca.gov> and FEMA at 800-621-FEMA or online at <http://www.fema.gov/assistance/register.shtm> for appropriate updated forms to use for disaster recovery documentation and requests.

The following Emergency Action Procedures are designed for staff to follow in the event they need to take immediate steps to protect students, themselves and others during an emergency occurrence. All staff members need to familiarize themselves with these procedures and all students must be trained in what to do when any of these common emergency actions are implemented.

DROP, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. It is an appropriate action for:

- Earthquake or Explosion

ANNOUNCEMENT:

The following is an example announcement that would be made over the public address system and/or by teachers in the classrooms:

Example: **"Attention please. We are experiencing seismic activity. For your protection, follow DROP, COVER AND HOLD ON procedures. Get under a table or desk, away from windows and anything that could fall and hurt you. Hold that position until the shaking stops or until you receive further instructions."**

STAFF AND STUDENT ACTIONS:**Inside**

- ❑ Prior to an Earthquake or Explosion, arrange desks so that they do not face windows.
- ❑ Instruct students to move away from windows.
- ❑ Immediately drop to the floor under desks, chairs or tables. With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.
- ❑ Remain in place until shaking stops. When quake is over, leave building if it is determined to be unsafe to remain inside. **Do not run.** Avoid routes with architectural overhangs. Do not re-enter building until declared safe by competent authority.

Outside

- ❑ Instruct students to move away from buildings, trees, overhanging wires and **DROP, COVER and HOLD ON (if anything is nearby to hold onto).**
- ❑ Upon the command **DROP, COVER AND HOLD ON**, immediately move away from objects which might topple over, drop to the ground or get under a table close by, place head between knees, and cover back of neck with arms and hands.
- ❑ Remain in place until shaking stops.

EVACUATION is implemented when conditions make it unsafe to remain in the building. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety. Evacuation is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

ANNOUNCEMENT:

1. Fire alarm (bell, horn signal, PA system, bullhorn, etc.).
2. Provided time is available, the following is an example of an announcement made over the public address system:

Example: **"Attention please. We need to institute an EVACUATION of all buildings. Teachers are to take their students to their designated Evacuation Area. Students please remain with your teacher."**

3. Use messengers with oral or written word to deliver additional instructions to teachers.

PRINCIPAL/SITE ADMINISTRATOR:

- ❑ The Evacuation Area should be a safe location on the school campus away from the building and where it wouldn't conflict with emergency response equipment that may arrive at the school. If unsafe for the current emergency, designate an alternate Evacuation Area.
- ❑ When clearance to return to the buildings is determined or received from appropriate agencies, announce an "all clear" to return to classrooms and resume school activities.
- ❑ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- ❑ Instruct students to leave the building in an orderly manner using the designated evacuation routes and reassemble in the assigned Evacuation Area.
- ❑ Take the emergency supplies and student roster when leaving the building and take attendance when the class is reassembled in a safe location. Report attendance to the Incident Commander/designee.
- ❑ Remain in the Evacuation Area until further instructions are given.
- ❑ Wait for another ACTION or announce an "all clear" and instruction to return to school buildings and normal class routine.

HOW TO ASSIST THOSE WITH DISABILITIES DURING AN EVACUATION

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapors immediately

To alert visually-impaired individuals

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell person where you are going, obstacles you encounter.
- ❑ When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain person's attention -OR-

- ❑ Indicate directions with gestures –OR-
- ❑ Write a note with evacuation directions.

To evacuate individuals using crutches, canes or walkers

- ❑ Evacuate these individuals as injured persons.
- ❑ Assist and accompany to evacuation site, if possible –OR-
- ❑ Use a sturdy chair (or one with wheels) to move person –OR-
- ❑ Help carry individual to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.
- ❑ Reunite person with the wheelchair as soon as it is safe to do so.

LOCKDOWN is used to prevent intruders from entering occupied areas of the building, or when it is necessary to isolate students and school staff from danger on the school grounds or from within a building. During a Lockdown, all exterior doors are locked, and students and staff are to remain in the classrooms or designated locations at all times. Teachers and other school staff are responsible for accounting for students and ensuring that no one leaves the classroom or safe area. A Lockdown is not normally preceded with any warning. Lockdown is considered appropriate for, but is not limited to, the following types of emergencies:

- Gunfire
- Rabid animal at large
- Extreme violence outside the classroom

LOCKDOWN differs from **SHELTER-IN-PLACE** because it does not involve shutting down the HVAC systems to provide protection from outside air and does not allow for the free movement of staff and students within the building.

ANNOUNCEMENT:

1. The following is an example of an announcement that could be made in person or over the public address system:

Example: **"Attention please. We have an emergency situation and need to implement LOCKDOWN procedures. Teachers are to lock classroom doors and keep all students inside the classroom until further notice. Do not open the door until notified by an administrator or law enforcement."**

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ❑ Make the announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided.
- ❑ Call 911. Provide location; status of campus; all available details of situation.
- ❑ When clearance is received from appropriate agencies, announce an "all clear" instruction to indicate that it is safe to unlock the doors and return to the normal class routine.
- ❑ Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

STAFF ACTIONS:

- ❑ Immediately lock doors and close any shades and/or blinds if it appears safe to do so
- ❑ Instruct students to move away from the windows and to get down on the floor.
- ❑ Remain in the classroom or secured area until further instructions are provided by the principal or law enforcement.

SHELTER-IN-PLACE is a short-term measure implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air. Shelter-in-place is considered appropriate for, but is not limited to, the following types of emergencies:

- Gas Leaks
- External Chemical Release
- Hazardous Material Spills
- Dirty Bombs

ANNOUNCEMENT:

1. The following is an example of an announcement that could be made in person or over the public address system:

Example: **"Attention please. We have a hazard in the community and are instituting SHELTER-IN-PLACE procedures. Students and staff should remain inside with windows and doors securely closed and air conditioning units turned off. Those who are outside should immediately move to the protection of an inside room. Do not go outdoors until you receive further instructions."**

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- ❑ Make an announcement on the public address system. Give clear instructions, remain calm and convey reassurance that the situation is under control.
- ❑ When clearance is received from appropriate agencies, announce an "all clear" instruction to indicate that the normal school routine can resume.
- ❑ Make arrangements for central HVAC shutdown, as necessary.

TEACHER and STAFF ACTIONS:

- ❑ Immediately clear students from the halls. Stay away from all doors and windows.
- ❑ Keep all students in the classroom until further instructions are received. Assist those needing special assistance.
- ❑ Secure individual classrooms:
 - a) Close and lock doors and windows
 - b) Seal gaps under doors and windows with wet towels or duct tape
 - c) Shut down the classroom HVAC system
 - d) Turn off local fans in the area
 - e) Seal vents with aluminum foil or plastic wrap
- ❑ Remain in the classroom or secured area until further instructions are provided by the principal or emergency responders

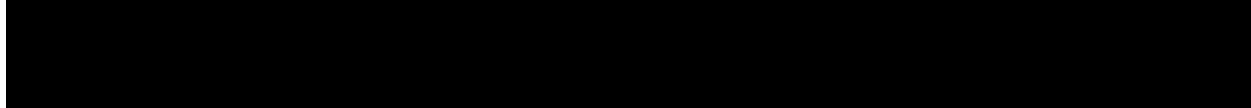
STUDENT ACTIONS:

- ❑ Proceed to the classroom, if it is safe to do so, or to a nearby classroom or other rooms (e.g., auditorium, library, cafeteria, multi-purpose room). If these are unsafe, follow instructions to proceed to an alternative indoor location.

EMERGENCY RESPONSE PROCEDURES

<i>AIRCRAFT CRASH</i>	DATE / /
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Emergency response will depend on the size of the aircraft, nature of the crash and proximity to the school. If it is safe to remain inside the building, all students should be kept in the school under supervision. The crash may also result in an explosion, chemical spill or utility interruption.



x	TIME	PRINCIPAL	NOTES
		Notify police and fire department (call 9-1-1).	
		Implement immediate Evacuation procedures to a safe location, on or off campus as necessary.	
		Account for all building occupants and determine extent of injuries, numbers injured, etc.	
		Initiate search and rescue of injured occupants from building and begin first aid treatment.	
		If the crash results in a fuel spill on school property, isolate contaminated victims (refer to HazMat checklist).	
		Consider activating Emergency Plan, ICS organization and Incident Command Post.	
		Secure area to prevent unauthorized access from the public, parents or media.	
		Do not allow re-entrance to any buildings until the authorities provide clearance to do so.	
		If directed by authorities to close school, implement student release procedures	
x	TIME	STAFF ACTIONS	NOTES
		Notify Principal.	
		Move students away from immediate vicinity of the crash.	
		Evacuate students from the building using primary and/or alternate routes to a safe assembly area away from the crash scene. Take class roster and emergency supplies.	
		Check school site to ensure that all students are in the evacuation area.	
		Take attendance at the evacuation area.	
		Report missing students to the principal and emergency response personnel.	
		Maintain control of the students a safe distance from the crash site.	
		Initiate first aid for any injured students or staff.	
		If given an all clear by authorities to return to the building, escort students back to the classroom.	
		If directed by authorities to close school, assist in student release procedures.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES

		Assist emergency responders with utility shut-off as needed.	
		Ensure emergency responders have access to buildings/rooms.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Notify parents of situation and prognosis.	
		Consider activating mental health professionals as appropriate.	
		Consider notifying Charter Management Organization.	
PRIORITY PROCEDURES			NOTES
AIRCRAFT CRASHES NEARBY THE SCHOOL			(person contacted, call back phone numbers, etc.)
x	TIME	PRINCIPAL	NOTES
		Notify police and fire department (call 9-1-1).	
		Implement Shelter-in-Place as necessary.	
		Ensure that students and staff remain a safe distance from the crash site.	
		Authorities will secure area to prevent unauthorized access.	
		If directed by authorities to close school, implement student release procedures.	
x	TIME	STAFF ACTIONS	NOTES
		Notify principal.	
		Move students away from immediate vicinity of the crash.	
		Account for all students. If any students were away from class, ensure safe return to classroom.	
		Remain inside with students unless subsequent explosions or fire endangers the building.	
		If school closes, assist in student release procedures.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Assist emergency responders with securing school as directed.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Notify parents of situation and prognosis.	
		Consider notifying Charter Management Organization.	

<i>ASSAULT/FIGHTING</i>		DATE / /	
Violence or threat of physical harm to students, staff, administrators or other persons <u>not</u> involving a dangerous weapon or firearm.			
x	TIME	PRINCIPAL	NOTES
		Ensure safety of other students/staff by clearing halls, room, or immediate vicinity. Maintain safe distance from combatants.	
		Approach in a calm manner and direct combatants to stop fighting. Call 9-1-1 if necessary.	
		Separate combatants to a safe area, if possible.	
		Determine who has been injured, and the extent of injuries. Request medical help as needed.	
		If suspect has already left the scene, obtain suspect identification, description, location, direction of travel, vehicle description, etc.	
		Notify Law Enforcement Agency or School Resource Officer for follow up.	
		Preserve any evidence for law enforcement purposes.	
		Identify any witnesses to the assault or fight.	
		Conduct investigation and follow school discipline policies and administrative procedures.	
		Notify parents of any students that are involved in the incident.	
		Determine consequence for the offender(s). This could include: suspension, in-school punishment, or criminal charges.	
		Debrief with school staff.	
x	TIME	STAFF	NOTES
		Immediately notify principal and call 9-1-1 if necessary.	
		Approach in a calm manner and direct combatants to stop fighting.	
		Escort combatants to the office, keeping them isolated from other students.	
		Assess extent of injuries, administer first aid and seek further medical support as needed.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Assist principal or designee with notifying parents of victims.	
		If the situation warrants, prepare a written statement for staff to read to students at school and send to parents/guardians describing the facts known at the time and procedures for accessing support as needed.	

<h1 style="margin: 0;">BOMB THREAT</h1>	DATE / /
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Receipt of an oral or written threat of a bomb or discovery of a suspicious device or note. Schools are primarily responsible for assessing the threat. The decision to evacuate rests with the school, *not emergency responders*, UNLESS a device is located.

x	TIME	PERSON RECEIVING THREAT	NOTES
		Record exactly what the caller says using the following questions	
		Ask the caller: Time bomb set to denote? _____ Where it's located? _____ Is it visible or hidden? _____ What it looks like? _____ Type of bomb? _____ Why placed at school or on grounds? _____ How it got on campus? _____	
		Note caller accent, age, sex, noise, mental state, etc.	
		If available, write down caller's <i>Caller ID</i> number	
		Notify the principal as soon as possible	
		If threat is a written note, place in envelope to preserve any fingerprints. Avoid handling the written note if possible.	
		If written on door, wall, etc. cordon off area for evidence.	
		If suspicious device or package is found, DO NOT TOUCH ITEM, and clear immediate area. Notify law enforcement immediately.	
		Prepare to provide information for police report.	
x	TIME	PRINCIPAL	NOTES
		<i>Restrict use cell phones, radios or fire alarm system because of risk of activating a device.</i>	
		Contact police department and give information for assessment.	
		Determine, with assistance of law enforcement, if bomb threat is credible.	
		Decide whether or not to evacuate the building. If evacuating, establish the evacuation area a safe distance from the buildings. Check evacuation site for anything suspicious prior to evacuating.	
		Have staff check their immediate area for suspicious packages or devices. Report findings to principal or emergency responders.	

		Consider implementing Emergency Plan, ICS organization and Incident Command Post.	
		Ensure accountability of all students and staff.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Check buildings and grounds for any suspicious devices, abandoned backpacks, boxes, etc. that do not belong to anyone or seem out of place. Report findings to principal or police.	
x	TIME	STAFF	NOTES
		Check your immediate area for any suspicious devices, abandoned backpacks, boxes, etc. that do not belong to anyone or seem out of place. Report to principal or police.	
		<i>Restrict use cell phones, radios or fire alarm system because of risk of activating a device.</i>	
		If suspicious device or package is found, DO NOT TOUCH ITEM, and clear immediate area. Notify law enforcement and the principal immediately.	
		If directed, evacuate students to safe distance away from buildings. Bring class roster and emergency supplies.	
		Take attendance in evacuation area and immediately report missing students.	
		Be prepared to treat injuries that may arise.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		If the situation warrants, prepare a written statement for staff to read to students at school and send to parents/guardians describing the facts known at the time and procedures for accessing support as needed.	
		Prepare press release for media. When communicating with the media, always coordinate with emergency response agency for clear, consistent message.	
		Consider notifying Charter Management Organization.	

<i>EARTHQUAKE</i>	DATE / /
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Earthquakes strike without warning. The effect of an earthquake varies depending on the size, duration, and location of the quake. Damage within a building depends on the type of design, architecture and structure of the building. It is imperative to quickly move away from windows, free-standing partitions and shelves and Drop, Cover under and Hold on to a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops.

x	TIME	PRINCIPAL	NOTES
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x	TIME	PRINCIPAL	NOTES
		After shaking stops, initiate assessment of potential damage.	
		If earthquake is significant with signs of damage, immediately implement evacuation procedures prior to assessing buildings for damage. If upstairs, do not use elevators and inspect stairways prior to use.	
		If earthquake is mild or moderate, direct staff to inspect and assess their classrooms. Direct custodian/maintenance staff to inspect and assess utilities, outside of buildings, and school grounds.	
		Receive reports of any building damage and any students or staff unaccounted for. Send search and rescue team to look for missing or trapped students and staff.	
		If evacuation is necessary, make determination to temporarily close school until building can be inspected. If building is deemed to be safe, give an all clear to staff and resume class.	
		If evacuated, do NOT re-enter building until it is determined to be safe by appropriate facilities inspector.	
		Determine whether to close school. If school must be closed, notify staff members, students and parents.	
		Notify Charter Management Organization of school status and personnel status.	

x	TIME	STAFF	NOTES
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x	TIME	STAFF	NOTES
		Give DROP, COVER and HOLD ON command. Instruct students to move away from windows, bookshelves and heavy suspended light fixtures. Get under table or other sturdy furniture with back to windows.	
		Check for any injured students and render First Aid.	
		Make a visual check of classroom for any damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., and report findings to principal.	
		If classroom or building is heavily damaged, initiate immediate evacuation. Be aware of overhead wires that may fall. Bring attendance roster and emergency supplies.	

		Check attendance at the evacuation area. Report any missing students.	
		Warn students to avoid touching electrical wires and keep a safe distance from any downed power lines or damaged buildings.	
		Stay alert for aftershocks. Implement Duck, Cover and Hold On procedures for all aftershocks.	
		Do NOT re-enter building until it is determined to be safe.	
		Follow instructions of principal.	
PRIORITY PROCEDURES			NOTES
OUTSIDE BUILDING			(person contacted, call back phone numbers, etc.)
x	TIME	PRINCIPAL OR STAFF	NOTES
		Direct students to move away from buildings, trees, overhead wires and poles. If possible, Drop, Cover under and Hold On to a sturdy table or bench until shaking stops. If out in open, drop to knees, clasp both hands behind neck, bury face in arms, make body as small as possible, close eyes, and cover ears with forearms. If notebooks or jackets are handy, hold over head for added protection. Maintain position until shaking stops.	
		After shaking stops, check for anyone injured, render first aid.	
		Keep students a safe distance from any downed power lines or damaged buildings.	
		Account for all students and staff. Send search and rescue team to look for missing and possibly trapped students/staff.	
		Make a visual check of buildings for any damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., before entering the building.	
		Do not re-enter buildings that have visual damage.	
		Consider implementing student release procedures and temporary closure of school until inspection of buildings can be performed.	
DURING NON-SCHOOL HOURS			
x	TIME	PRINCIPAL	NOTES
		Confer with Building Owner if damage is apparent to determine the advisability of closing the school.	
		Notify fire department and utility company of suspected breaks in utility lines or pipes.	
		Notify Charter Management Organization, if applicable.	
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms (if damage is significant and school closing will be of some duration).	
		Notify public information media as appropriate.	

<i>FIRE / EXPLOSION</i>		DATE / /
<p>Open flames, smoke, or excessive heat radiating from an adjoining wall, ceiling, or floor or a sudden loud noise and release of energy from expanding gas or mixture of chemicals causing anything to shatter into pieces.</p>		
		Pull the fire alarm and call 9-1-1.
		Evacuate the area/building and use fire extinguisher if appropriate.
		Check for any injured victims and assist them in evacuating.
		Notify the principal of location and actions taken.
x	TIME	PRINCIPAL
		Pull fire alarm and call 9-1-1.
		Implement Evacuation procedures.
		If explosion occurred, make a visual check of buildings for damage; structural damage or cracks in walls, broken windows, fallen lights or ceiling tiles, etc., and hazardous materials.
		Ensure accountability of all students and staff.
		Gather information from staff regarding location of fire.
		Meet with Fire Department to pass on information regarding accountability of staff and students, location of fire.
		Determine with Fire personnel if building is safe for use.
		Signal "all clear" when safe to re-enter school building.
		If building unsafe for use, implement student release procedures.
x	TIME	STAFF
		Evacuate students to assembly area and take emergency supplies.
		Check attendance to ensure all students have evacuated. Report any missing students/staff to principal.
		Report any suspicious information about the fire to the principal, i.e. arson related.
		If directed, assist in student release procedures.
x	TIME	CUSTODIAN/MAINTENANCE STAFF
		If SAFE, go to alarm panel to determine the location of the fire.
		Communicate location of fire to principal.
		Stay with principal to assist Fire Department with access to school and building layout.
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED
		Confer with Building Owner if damage is apparent to determine the advisability of closing the school.
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as

	portable classrooms (if damage is significant and school closing will be of some duration).	
	Notify Charter Management Organization, if applicable.	

<i>FLOOD</i>	DATE / /
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Flooding could occur from severe storm activity or as a result of damage to water distribution systems such as failure of a dam or levee. Both types of flooding should be preceded with an alert message broadcast over the weather radio station.

x	TIME	PRINCIPAL	NOTES
		Determine if off-site evacuation is required. Establish time period for evacuation and determine resource needs; location, method of transportation, etc.	
		Notify local police department of intent to Evacuate, the location of the safe evacuation site and the route to be taken to that site.	
		Ensure accountability of all students and staff.	
		Attempt to notify parents of need to evacuate and location for student reunion and release.	
		Post a notice on the office door stating where the school has relocated.	
		Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.	
x	TIME	STAFF	NOTES
		As directed, assist in Evacuation procedures. Take the class roster and emergency supplies.	
		Remain with students throughout the evacuation process.	
		Upon arrival at the safe site, take attendance. Report any missing students to principal and emergency response personnel.	
		Do not return to school building until it has been inspected and determined safe by property authorities.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Determine if building has been damaged by flooding and unable to serve as school site. Confer with building owner.	
		If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms (if damage is significant and school closing will be of some duration).	
		Notify Charter Management Organization, if applicable.	

<i>HAZARDOUS MATERIALS (HazMat)</i>		DATE / /
<p>An uncontrolled release of a hazardous material, liquid, or vapor that could cause harm or death to humans or damage the environment. The nature and proximity of the incident to the school will determine which emergency action should be implemented.</p>		
		Person observing the hazardous material spill should immediately notify the Principal/Teacher/Staff.
		Avoid being contaminated by staying uphill and upwind.
		Warn others in the immediate area of the hazmat spill.
x	TIME	PRINCIPAL
		Call, or ensure someone has called 9-1-1.
		If there is a threat of airborne toxicity, shut-off ventilation system in affected area.
		Initiate Shelter-in-Place or Evacuation procedures depending on the circumstances. (If spill is outside or inside the buildings)
		Isolate anyone who is contaminated with the substance until public safety personnel carry out decontamination procedures.
		Gather information from staff regarding location of spill, extent and, if possible, the name of the substance that has spilled.
		Wait for instructions from Fire Department or professional emergency responders.
		If evacuated, do not allow the return of students until public safety officials declare the area safe.
		If applicable, notify Charter Management Organization.
		Ensure all injured students/staff receive medical treatment.
x	TIME	STAFF
		Implement Shelter-in-Place or Evacuation procedures.
		Ensure accountability of all students.
		Report any missing students to the office.
		If evacuation has been ordered, take class roster and emergency supplies before leaving the classroom.
		Wait until all clear has been given to return to classroom or end the Shelter-in-Place procedures.
		NOTES

		Prepare to relocate students to secondary evacuation site if ordered.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Determine location of spill, extent and, if possible, the name of the substance that has spilled and report to principal.	
		Assist Principal or Fire Department with access to school.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Ensure parents are notified of incident.	
		Coordinate information with the Fire Department to release information to the press/media.	

<i>INTRUDER</i>	DATE / /
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An unauthorized person in a school building or on school property. There is always the potential that an intruder may possess a weapon or become violent. When interacting with a stranger at school, use the "I CAN" rule; Intercept - Contact - Ask - Notify

		Politely greet subject and identify yourself. Ask subject the purpose of his or her visit, and if possible, attempt to identify the individual and vehicle.	
		Consider asking another staff person to accompany you before approaching subject.	
		Inform subject that all visitors must register at the reception area and escort the subject to the reception area.	
x	TIME	PRINCIPAL	NOTES
		Ask intruder to leave if no legitimate reason is found for his or her presence in the school and he/she is not cooperating.	
		Advise the subject that they are trespassing and need to leave the school and if they do not leave law enforcement will be notified. Call police if intruder remains uncooperative.	
		Secure the buildings if intruder is outside of school.	
		Implement Lockdown procedures if intruder is inside the school.	
		If possible, observe actions of intruder and try to determine if they are in possession of a weapon.	
		Obtain a description of the intruder and give to police.	
		Back away from subject if he/she indicates a potential for violence.	
		Assist police as necessary.	
		When given all clear, resume normal school operations.	
x	TIME	STAFF	NOTES
		As directed, implement Lockdown procedures. Ensure all students are in classroom.	
		Attempt to observe intruder and take note of behavior.	

	Ask students and visitors to remain quiet in designated secured area, away from window, and doors, and with all lights turned off.	
	Take attendance and immediately report missing students	
	Remain in Lockdown until an all clear is given or evacuate if the principal, designee or law enforcement gives the evacuation order.	

WEAPONS	DATE / /
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A dangerous or deadly weapon as defined by state and federal law includes, but is not limited to a gun, knife, metal knuckles, straight razor, noxious or irritating or poisonous gas, poison, other items used with the intent to harm, threaten or harass students, staff, parents or school visitors

	Call 9-1-1.		
	Stay calm and avoid confrontation if possible.		
	Obtain good description of individual and the type of weapon he/she has.		
	Notify the principal or designee as soon as possible.		
	Take safety measures to protect yourself and others.		
	Inform police of your observation and be prepared to write a statement.		
x	TIME	PRINCIPAL	NOTES
		Direct students and staff to Lockdown or Evacuate depending on the circumstances.	
		Direct staff to lock all hallway and exterior doors maintaining the capability to evacuate quickly.	
		Meet with law enforcement upon arrival.	
		Attend to the safety of students and staff at all times.	
		Assess situation in regard to location of person with weapon and potential for injuries.	
		Assist law enforcement as required.	
		Contact parent(s), guardian(s), or other close relative(s) of victims	
		Contact the Charter Management Organization, if applicable.	
		Issue a press release or assign this task to the PIO as deemed appropriate	
		Complete and incident report and file	
		Debrief with school crisis team and staff	

x	TIME	STAFF	NOTES
		Direct students who are in bathrooms or halls to enter into closest classroom and to inform the office about their location.	
		Direct students to use alternate routes away from the incident. During a gun incident, instruct students to "drop to the floor/ground" or "run into the building quickly."	
		Ask staff, students, and visitors to remain quiet in designated area, on the floor away from windows and doors, and with all lights turned off	
		Remain in Lockdown mode until the principal or law enforcement orders an evacuation or calls out an all clear command	
		If evacuated, take attendance in evacuation area and immediately report missing students.	
x	TIME	CUSTODIAN/MAINTENANCE STAFF	NOTES
		Assist in Lockdown procedures by securing doors/gates of other areas of the campus.	
x	TIME	POST INCIDENT ACTIONS – AS ASSIGNED	NOTES
		Ensure parents are notified of incident.	
		Coordinate information with the Police Department to release information to the press/media.	

<i>EVACUATION</i>		DATE / /	
An evacuation may be necessary if a fire offsite, such as a wildland fire, threatens or is near the school building. Should any such event endanger the students or staff, an alert or order of evacuation will be given by emergency responders, or officials, or may be broadcast over a weather radio.			
x	TIME	PRINCIPAL	NOTES
		Receive order of evacuation by fire authority or official. Implement evacuation procedures.	
		If necessary, contact local fire department (call 911) to determine the correct action for your school site; route of travel, evacuation site, etc.	
		Ensure all students and staff have evacuated by performing an inspection of the school site.	
		Determine if there is time for transport by some form of public/private transportation for the evacuation of students to alternate site.	
		Designate staff to make parent notifications regarding the evacuation and shelter site.	
		Monitor radio station for additional information.	
		Implement procedures for parents to pick up students from alternate site.	
x	TIME	STAFF	NOTES
		Evacuate students using the evacuation plan. Bring emergency supplies and attendance rosters.	
		Take roll to be sure all students are present before you leave the building site.	
		Report any missing students to the principal/designee and emergency response personnel.	
		At all times, maintain control of the students a safe distance from the fire and the fire fighting equipment.	
x	TIME	OFFICE STAFF	NOTES
		Help with evacuation and securing of affected area.	
		Assist in arranging transportation through public/private companies if needed.	
		Forward phones to secondary answering site if available.	

Other Emergency Protocols and Procedures

Child Abuse Emergency Procedures

CPS reporting can be very stressful. It is made more stressful due to the potential implications for our students and their families. Know that you have support here around this, but ultimately you need to trust your gut. If a child or adult discloses abuse you must report it. Some people like to talk it over before making a report, but the best policy is to make **anonymous contact** with CPS by calling the reporting line at **(510) 259-1800** and asking to consult. The Social Worker that you speak to will tell you whether the incident is a reportable event. If they tell you that it is not a reportable event, you will need to document the date and time of your call, as well as the Social Worker's name and Worker ID number. You will keep record of this for yourself and inform the Principal for the student you are wondering about.

Step One: You have suspicions that a student/sibling of a student has been abused or neglected. Gather as much information and detail as you can about the situation/event as you can **without leading** the student/child. You will also want to find out who is living in the home (parents/guardians, siblings, cousins, aunts, uncles, grandparents, etc.) if you are able to get that information from the student.

Step Two: Gather the following information:

- a. Jot down some notes about the details of the information you have received from the student
- b. Print out of the AERIES Demographics Page for the identified student(s). This will include the student's full name, date of birth, home address, parents' names, phone numbers, and addresses. You will need this for the verbal and written report.
- c. Print out the AERIES Attendance screen

Step Three: Consult appropriate Dean of the grade for the student. You will explain to him/her what was reported to you. The Dean will enlist additional support as needed. The Dean **WILL NOT** make the report for you. As the first responder, you are legally obligated to make the verbal and written report. The role of the Dean, or any other staff in this is to support you, not to give you permission to make CPS calls. Ultimately, if you suspect Child Abuse or neglect, **you are responsible** for making the call to CPS and submitting the written report. **If there are no Deans or other administrative personnel present in the building, you are still OBLIGATED make the report.**

Step Four: Together with the grade level appropriate Dean, **you** will call **Alameda County Child Abuse Reporting Line (510) 259-1800**. Press 1 – for English. Press 2 –

In order to file a report. Press 2 – Calling from a school. You will then be connected with a Social Worker. You will inform him/her that you wish to make a report of suspected child abuse. Sometimes the Social Workers can be abrasive, just let them know that you haven't done this before and they tend to be more gentle. The worker will ask for a description of the reported event(s) and some identifying information (yours, the student(s), and the reported perpetrator, as well as the parent/guardian). They may ask you some other clarifying questions.

a. Ask the worker for his or her name and Worker Number. Write this information down.

b. Ask the worker if the report needs to be faxed or can just be mailed. In more urgent reports (where they are going to immediately investigate), the worker will want it faxed. You will need to ask for the fax number that they want the written report sent to.

Step Five: The end of the verbal report, you will need to complete the written report. The law mandates the written report be completed within 36 hours, but it should be completed immediately if possible.

The form can be found at:

https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?

You will fill out the form and sign it. If you need another sheet of paper to explain the events as they were reported to you, you may attach one. Just make sure that you check the associated box at the bottom indicating that you have an attached sheet. Make two copies: one for yourself and one for the Dean. This is a confidential document, as such, it should be placed in a sealed envelope and handed to the appropriate parties. The copy that you are keeping for yourself should be kept in a locked location.

You will mail the original written report and any associated documents (pictures, attendance sheets – if requested) to:

Alameda County Child Welfare Services

24100 Amador Street

Hayward, CA 94544

Alameda Social Services Main Fax: 510-780-8620

Step Six: The reporter (you) is not legally obligated to notify any family member about the report. However, Lighthouse acknowledges the importance of maintaining

open lines of communication with our families. This is a very sensitive topic and many people will have differing feelings about how to proceed next.

Officially, we ask that you consult with the Social Worker, to whom the report is made. Specifically ask, "Is there any reason why I cannot disclose to the family that this report has been made?" If the Social Worker specifically states that you may not share with the family, then we will not.

The Dean and Principal of the student will make the decision if parents/families/guardians will be notified. The Dean and Principal will also be responsible for making contact if that is the case.

Notification of Dangerous Pupil Policy

Lighthouse Community Public Schools (LCPS) desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

The Chief Executive Officer or designee shall inform the teacher(s) of each student enrolled in their class(es) who, during the previous three school years, has engaged in, or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process, as further identified in Education Code Section 49079. This information shall be based upon records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Chief Executive Officer or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201). Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Gun-Free School Zone

LCPS is committed to maintaining a safe and secure environment for students, staff, parents, and community members. Consistent with the Gun-Free School Zone Act, possession of unauthorized firearms, weapons, or other dangerous instruments is prohibited within 1,000 feet of school grounds (Penal Code 626.9, 626.10). Possession of unauthorized weapons, including, but not limited to, dirks, daggers, ice picks, and knives is also prohibited on school grounds.

In furtherance of maintaining a safe and secure environment, it is the policy of the Board that the possession, display, and/or use of firearms is strictly prohibited at any school-related or school-sponsored activity or on LCPS property including, but not necessarily limited to, school campuses, school buses, LCPS vehicles, and LCPS offices, unless such firearms are permitted pursuant to applicable law. Consistent with this policy, individuals who possess a valid Carry Concealed Weapon (CCW) license are prohibited from possession, display, and/or use of firearms while on school grounds or at school activities unless otherwise permitted by applicable law.

SAFE INGRESS AND EGRESS PROCEDURES

Before-School Procedures

Students and Parents:

As students arrive on campus each morning, campus staff are strategically placed on campus to monitor student behavior. Students are encouraged to arrive to school with time to get settled and eat breakfast before classes begin promptly at 8:30 am. Students should not be dropped off prior to 7:30am. If there are special circumstances requiring an earlier drop-off, arrangements should be made in advance with the student's teacher.

The following rules should be observed when dropping off a student(s):

- All students must be dropped off on campus grounds through the drop-off area. Please avoid leaving student outside of school grounds before 8:00am.
- Do not park in our parking lot which is reserved only for school staff.
- If you choose to park your vehicle and walk your student into school, please park only in authorized sidewalks and do not block the entrances/exits of

nearby residents/businesses.

- ALWAYS use the designated crosswalk and follow our staff's directions.

Students who arrive after the starting time of school must report directly to the office. For more information, please see LCPS's Attendance Policy in our Family handbook.

Staff

Staff can park in our staff parking lot and access campus as early as 7:30am.

Closed Campus

LCPS has a closed-campus policy. Students are not permitted to leave campus during the school day unless they are picked up by a parent or designated emergency contact or unless it is for another designated school activity. Leaving campus without permission is considered a serious infraction with legal and safety implications. Consequences are decided on a case-by-case basis by school administration consistent with the school's discipline policy.

After-School Procedures

Students and Parents:

When students are dismissed at the end of the school day, campus staff are assigned to supervise dismissal to ensure that students either travel to afterschool activities or leave campus in a safe and orderly manner.

At 3:30pm (1:30 on Wednesday), all students will be in front of the school by grade level/class for pick-up. [All students will be in front of the school by grade level/class for pick-up at the following times:

- Elementary and Middle School (K-8): 3:30 pm
- High School (Grades 9-12): 3:45 pm

The following rules should be observed when picking up a student(s):

- Do not park in our loading area in our parking lot.
- Do not double park as parents await for students to come out.
- Please circle the school if your student/class has yet to be brought out to the pick-up area.

- Proceed through the pick-up area in a counter-clockwise direction.
- Students should not enter a double parked vehicle.
- ALWAYS use the designated crosswalk and follow the crossing guard's directions.
- If someone other than a parent/guardian is picking up a student, please call the office ahead of time so that staff is aware and can inform your student.

Campus Visitor Procedures

To maintain a safe and secure environment, all parents/guardians, volunteers, and other visitors are required to check in at the office upon arrival, obtain and wear a visitor's badge, and return to the office upon departure.

Sudden Cardiac Arrest or Other Emergencies Related to Interscholastic Athletic Events and Activities

In compliance with Education Code section 35179.4, the School has adopted the following Emergency Action Plan.

Procedure

Sudden cardiac arrest events can vary greatly. Faculty, staff, and the Incident Command Team, must be prepared to perform the duties outlined below. All staff must all have current cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) training and, at a minimum.

Immediate action is crucial in order to successfully respond to a cardiac emergency. Consideration should be given to obtaining on-site ambulance coverage for high-risk athletic events. The School should also identify the closest appropriate medical facility that is equipped in advanced cardiac care.

Follow these steps in responding to a suspected cardiac emergency:

1. *Recognize the following signs of sudden cardiac arrest and take action in the event of one or more of the following:*
 - (a) The person is not moving, or is unresponsive, or appears to be

unconscious.

(b) The person is not breathing normally (has irregular breaths, is gasping or gurgling, or is not breathing at all).

(c) The person appears to be having a seizure or is experiencing convulsion-like activity. (Cardiac arrest victims commonly appear to be having convulsions).

(d) *Note:* If the person received a blunt blow to the chest, this can cause cardiac arrest. The person may have the signs of cardiac arrest described above and should be treated the same.

2. *Facilitate immediate access to professional medical help:*

Call "911" as soon as you suspect a sudden cardiac arrest. Provide the school address, cross streets, and patient condition. Remain on the phone with 911. (Bring your mobile phone to the patient's side, if possible.) Give the exact location and provide the recommended route for ambulances to enter and exit. Facilitate access to the victim for arriving Emergency Medical Service (EMS) personnel.

Immediately contact the members of the CERT.

Give the exact location of the emergency. ("Mr./Ms. ___'s Classroom, Room # ___" or "gym/football field/cafeteria/etc."). Be sure to let EMS know which door to enter. Assign someone to go to that door to wait for and flag down EMS responders and escort them to the exact location of the patient.

If you are an Incident team member, proceed immediately to the scene of the cardiac emergency. The closest team member should retrieve the AED en route to the scene and leave the AED cabinet door open; the alarm typically signals the AED was taken for use. Acquire AED supplies such as scissors, a razor and a towel and consider an extra set of AED pads.

3. *Start CPR:*

Begin continuous chest compressions and have someone retrieve the AED.

Begin CPR by pressing hard and fast in center of chest. Goal is 100 compressions per minute. (Faster than once per second, but slower than twice per second.) Use 2 hands: The heel of one hand and the

other hand on top (or one hand for children under 8 years old), pushing to a depth of 2 inches (or $1/3^{\text{rd}}$ the depth of the chest for children under 8 years old). Follow the 911 dispatcher's instructions, if provided.

4. *Use the nearest AED:*

When the AED is brought to the patient's side, press the power-on button, and attach the pads to the patient as shown in the diagram on the pads. Then follow the AED's audio and visual instructions. If the person needs to be shocked to restore a normal heart rhythm, the AED will deliver one or more shocks.

Note: The AED will only deliver shocks if needed; if no shock is needed, no shock will be delivered.

Continue CPR until the patient is responsive or a professional responder arrives and takes over.

5. *Transition care to EMS:*

Transition care to EMS upon arrival so that they can provide advanced life support.

6. *Action to be taken by Office/Administrative Staff:*

- (a) Confirm the exact location and the condition of the patient.
- (b) Activate the Incident Team and give the exact location if not already done.
- (c) Confirm that the Incident Team member(s) has responded.
- (d) Confirm that 911 was called. If not, call 911 immediately.
- (e) Assign a staff member to direct EMS to the scene.
- (f) Perform "Crowd Control," directing others away from the scene.
- (g) Notify other staff: school nurse, athletic trainer, athletic director, etc.
- (h) Ensure that medical coverage continues to be provided at the athletic event if on-site medical staff accompanies the victim to the hospital.
- (i) Consider delaying class dismissal, recess, or other changes to facilitate CPR and EMS functions.

- (j) Designate people to cover the duties of the CPR responders.
- (k) Copy the patient's emergency information for EMS.
- (l) Notify the patient's emergency contact (parent/guardian, spouse, etc.).
- (m) Notify staff and students when to return to the normal schedule.

This Emergency Action Plan, and the procedures within, will be evaluated annually by the School and cooperating EMS agencies to ensure compliance with cardiac emergency response best practices.

Appendix C: LCPS Suspension and Expulsion Policy and Procedures

(Board Adopted: 09/2020)

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes

disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)." - Ed. Code § 47605(c)(5)(J)

Student Due Process Protections

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(I) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(II) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(i) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(ii) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

[Insert other procedures designed to ensure that Charter School's disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

OVERALL VISION OF DISCIPLINE

The overall goal of discipline at Lighthouse K-8 is to develop the habits of a college-ready, self-motivated, competent, lifelong learner that include identifying personal strengths and challenges, conflict resolution and communication skills, and awareness of responsibility to the community. We strive to create a learning environment where every young person is accepted and feels a sense of belonging and have ample opportunities to learn from their mistakes, repair harm, and learn how to restore peace to relationships. Because we understand the data around school suspensions and the school-to-prison pipeline, we equip students with the tools they need to solve their problems, using suspension as a last resort.

To ensure clarity and fairness, Lighthouse Community Public Schools has developed and maintains a comprehensive set of student discipline policies. These policies are summarized in Lighthouse K-8's Student and Family Handbook and clearly describe the Charter School's expectations regarding community norms, attendance, substance abuse, violence, safety, and work habits. (The Lighthouse K-8 Student and Family Handbook will be made available on request.) Each student and his or her parent/guardian will be introduced to the Charter School's discipline policy during parent and student orientation prior to the start of the school year. Parents and students will be required to verify that they have reviewed and understand the policies prior to the beginning of each school year.

If necessary, students will be suspended from class while remaining on campus. Suspensions in which a child is required to stay home will be used in cases when the safety of the child or others is in question. The Principal or Assistant Principal may, pursuant to the Charter School's adopted discipline policies, ultimately suspend students who fail to comply with the terms of the student policies. The Principal may, pursuant to the Charter School's adopted discipline policies, ultimately recommend students who fail to comply with the terms of the student policies for expulsion by the LCPS Board of Directors.

SUSPENSION AND EXPULSION PROCEDURES

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq., which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion in accordance with applicable law.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal, CEO, or designee's office.

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

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

on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime 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; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. For grades 9 - 12 only: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
- q. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. 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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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.
- s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 5 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - a) 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 their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - b) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - c) Causing a reasonable student to experience substantial interference with their academic performance.

- d) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- a) A message, text, sound, video, or image.
 - b) A post on a social network Internet Web site including, but not limited to:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - c) An act of cyber sexual bullying.
 - i. For purposes of this policy, "cyber sexual bullying" means dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, 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.
 - ii. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious

literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Principal, CEO, or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person

- another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
 - l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - m. 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.
 - n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
 - p. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's

safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to students in any of grades 5 to 12, inclusive.
- r. 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 provision shall apply to students in any of grades 5 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 5 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a student or school personnel.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their 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 their physical or mental health.
 - iii) Causing a reasonable student to experience substantial interference with their academic performance.
 - iv) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device,

computer, or pager, of a communication, including, but not limited to, any of the following:

- i) A message, text, sound, or image.
- ii) A post on a social network Internet Web site including, but not limited to:
 - a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual 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.
- iii) An act of cyber sexual bullying.
 - a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, 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.
 - b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) 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.
- u. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical

violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Principal, CEO, or designee's concurrence.

4. Non -Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal, CEO, or designee's concurrence.
- b. Brandished a knife at another person.
- c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Section 261,266c, 286, 287 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3 ½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (B) grenade, (C) rocket having a propellant

charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal, CEO, or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal, CEO, or designee.

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

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) 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/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5)

consecutive school days per suspension. Upon a recommendation of Expulsion by the Principal, CEO, or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Principal, CEO, 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.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

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

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 in open session three (3) days prior to the date of the scheduled hearing.

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

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

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

The 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 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.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons

- of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The 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.
 3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
 4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
 5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
 6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity 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 the complaining witness to the witness stand.
 7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity 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 their discretion to remove a person from the hearing whom they believes is prompting, swaying, or influencing the witness.
 8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
 9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
 10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence

be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

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

If, due to a written request by the expelled 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 their testimony heard in a session closed to the public.

I. Expulsion Decision

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 Board shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period

of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal, CEO, 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 and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. 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 Charter School.

The Principal, CEO, or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of 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 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.

N. Rehabilitation Plans

Students who are expelled from the 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 (1) year from the date of expulsion when the student may reapply to the Charter School for readmission as well as a description of the procedure for readmission, reinstatement, and applying for expungement of the expulsion record.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Principal, CEO, or designee and the student and student's parent/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 process will be completed in a timely manner at the conclusion of the expulsion period. The Principal, CEO, or designee shall make a recommendation to the Board following the meeting regarding the Principal, CEO, or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with

disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

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

The Principal, CEO, or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

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

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

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

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Threat of Violence

This procedure should be followed if site personnel receive a threat that may target an individual, a particular group or the entire school community. Such threats may be received by written note, e-mail communication, phone call, or other means. The Incident Commander should ensure all threats are properly assessed.

Procedure

1. The Incident Commander will identify the type of threat and attempt to determine the individual(s) making the threat.
2. The Incident Commander and Superintendent will conduct the threat assessment.
3. The Incident Commander and Superintendent will assess the warning signs, risk factors, stabilizing factors and potential precipitating events to arrive at a categorical description of the risk for a particular point in time. There are five categories of risk:

Category 1 – High violence potential; qualifies for arrest or hospitalization.

Category 2 – High violence potential; does not qualify for arrest or hospitalization.

Category 3 – Insufficient evidence for violence potential; sufficient evidence for the repetitive/intentional infliction of emotional distress upon others.

Category 4 – Insufficient evidence for violence potential; sufficient evidence for the unintentional infliction of emotional distress upon others.

Category 5 – Insufficient evidence for violence potential; insufficient evidence for emotional distress upon others.

4. In categorizing the risk, the Incident Commander and Superintendent will attempt to answer two questions: (1) Is the individual moving on a path towards violent action? (2) Is there evidence to suggest movement from thought to action?

5. The Incident Commander and Superintendent will assess the warning signs by evaluating the associated oral, written or electronic threatening communications.

6. As soon as the physical safety of those involved has been ensured, attention will turn to meeting the emotional and psychological needs of students and staff. Crisis interventions may be necessary and

appropriate.

Unlawful Demonstration/Walkout

An **Unlawful Demonstration/Walkout** is any unauthorized assemblage on- or off-campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the Incident Commander and Team.
2. The Incident Commander will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. If students leave their classrooms, 2-3 incident team members, in consultation with the Incident Commander, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students.
4. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the Incident Commander. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
5. The Documentation staff member should keep accurate records of events, conversations and actions.
6. All media inquiries will be referred to the Public Information Officer.
7. The Incident Commander should proceed in good judgment on basis of police or legal advice, in taking action to control and resolve the situation.

8. The Incident Commander will notify parents of the incident, as appropriate.

Appendices

APPENDIX A

Employee Emergency Skills Survey

Employee Name _____ Position _____

Work Location _____

During any emergency it is important to be able to draw from all available resources. The special skills, training, experience and capabilities of staff members will play a vital role in dealing with the effects of any type emergency or major disaster. The purpose of this survey is to pre-identify the skills of our employees to determine the area of emergency response they may best be suited for. Please indicate the areas that apply to you and return this survey to the Principal's Office.

Please check the boxes which indicate the skills or specific expertise or training you may have:

- First Aid CPR AED Triage (Received within past ____ years?)
- Firefighting Nurse Doctor/Dentist Other medical _____
- Physical Fitness
- Emergency/Management Search & Rescue
- Bi/Multi-lingual, what language(s) _____
- Construction Mechanical Ability Structural Engineering
- Electrician Utilities HVAC Plumber
- Heavy Equipment Operator What type: _____
- Truck/Bus Driver
- Food Preparation Cooking for Large Numbers of People
- Shelter Management Child Care Counseling Crisis Intervention
- Survival Training and Techniques
- Ham Radio CB Radio Licensed Yes No
- Camping Experience
- Journalism Shorthand Clerical Computer
- Military Reservist Law Enforcement Security
- Community Emergency Response Team (CERT) training

Other special skills, training or experience that would be useful during an emergency:

Do you keep any emergency equipment in your office or vehicle that would be beneficial in an emergency? Yes No

If yes, please list that which could be used in an emergency at the school:

What would make you feel more prepared during a disaster while you were at the school?

Additional Comments: _____

APPENDIX B

Damage Assessment Checklist

NOTE: Do not enter building unless the structural evaluation has been completed and the building is designated as safe to enter.

School/Site Name: _____ Location/Room: _____

Date: ___/___/___ Time: (24:00 Hours):___:___

Damage Category	No Damage	Slight Damage	Severe Damage	Hazardous Condition	Description of damage, location, severity, etc.
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Natural Gas Lines and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Water Heater/Boiler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Custodial chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Lab chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Type/Quantity spilled or leaking:</u> -----
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Lead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Physical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink Holes					-----
Construction Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Damaged Bld. Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----
Broken Glass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-----

Building or room safe for reoccupancy

Building or room closed due to hazardous condition

The following corrective measures need to be completed prior to reoccupancy:

[Note: Send this checklist to the IC for situation analysis and maintain the original in an emergency document file.]

APPENDIX C

<h1>INCIDENT ACTION PLAN</h1>		School:	
		Incident Name:	
Date Prepared:	Time Prepared:	Prepared by:	
Map Sketch – Draw a simple map of the incident and surrounding areas			
Current Organization – List the positions that have been activated			
Position	Name Assigned	Position	Name Assigned
Incident Commander	Ops Associate, DoO, Principal, AP	Crisis Intervention	Director of Student Services/ Lead Counselor
Public Information	CEO	Situation Analysis	Ops Associate, DoO
Safety/Security	Director of Finance	Documentation	Office Managers
School Liaison	CAO	Supplies/Distribution	Office Managers
Search and Rescue	Dean of Students	Transportation	Ops Associate
First Aid/Medical	Office Managers	Personnel	Human Resource Team
Fire Suppression/HazMat	Family Engagement / ASP coordinator	Facilities	Ops Associate, DOO, CEO
Damage Assessment/Utilities	Director of Finance	Compensation/Claims	Director of Finance
Student Release/Reunion	Office Managers	Purchasing/Procurement	Billing department
Assembly Area/Shelter	Office Managers	Timekeeping	Billing department/IT lead

Attachments: ✓ if attached		Weather Forecast:	
<input type="checkbox"/> Situation Reports	<input type="checkbox"/> Medical Plan	<input type="checkbox"/> Traffic/Staging Area Map	
<input type="checkbox"/> Communications	<input type="checkbox"/>	<input type="checkbox"/> -----	

APPENDIX D

ICS CHECK IN/CHECK OUT LOG

Date: _____ Event: _____

This form serves as the check-in and check-out roster for the school staff and any volunteers assigned to the incident response. Each person is to sign in upon being assigned to a position in the ICS organization and sign out when released from the incident. Upon check-out, individuals should list their contact information in case they need to be reached. The Liaison Officer is responsible for checking staff in and out and monitoring this form for accuracy.

Time IN	Print Name/SIGNATURE	Time OUT	Section/Position Assigned	Follow Up Contact Info
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			
	Print			
	Signature			

APPENDIX E

SITUATION REPORT

School: _____ Type of Event: _____

Completed by _____ Date _____ Time _____

Condition of Students, Staff and Visitors (mark answer)

_____ All Accounted For	_____ No Injuries _____
_____ No immediate help required	_____ Missing (number) _____
_____ Trapped in Building: (number)	_____ Injured (number) _____

Names (add additional on backside)

Condition of School Building and Grounds

e.g.: wall cracked, fallen light fixtures, shattered windows, broken water pipes, flooding, etc.

_____	_____
_____	_____
_____	_____
_____	_____

Condition of Neighborhood

e.g.: fallen power lines, debris-cluttered streets, etc.

_____	_____
_____	_____
_____	_____

Shelter Information

_____ Number of children remaining at school

_____ Number of Staff or Visitors remaining at school

_____ Number of staff members remaining to care for children

_____ Assistance Required:

 _____ Water _____ Food _____ Blankets _____ Additional personnel

APPENDIX F STUDENT REQUEST FORM

- STEP 1: Have parents/guardians fill out one form for each student requested.
 STEP 2: Check ID of person requesting student and make sure they are on the Emergency Contact Form.
 STEP 3: Send runner to retrieve student and bring to the reunification area.

STUDENT:	GRADE:	FOR STAFF USE
TEACHER:	DATE/TIME:	PHOTO ID VERIFIED BY:
REQUESTED BY: Print Name		AUTHORIZED ON EMERGENCY CARD? <input type="checkbox"/> YES <input type="checkbox"/> NO
I assume custody of the named above as a parent, guardian or authorized adult. (circle one). Signature		MEDICAL NEEDS?
		STUDENT STATUS (check one) <input type="checkbox"/> Released <input type="checkbox"/> CustodyIssues <input type="checkbox"/> Absent <input type="checkbox"/> Medical/FirstAid <input type="checkbox"/> Missing <input type="checkbox"/> Deceased <input type="checkbox"/> Other:
DESTINATION:	PHONE:	NOTES:
ARE YOU AUTHORIZED TO PICK UP OTHER STUDENTS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, Name(s):		TIME OF RELEASE:

STUDENT REQUEST FORM

- STEP 1: Have parents/guardians fill out one form for each student requested.
 STEP 2: Check ID of person requesting student and make sure they are on the Emergency Contact Form.
 STEP 3: Send runner to retrieve student and bring to the reunification area.

STUDENT:	GRADE:	FOR STAFF USE
TEACHER:	DATE/TIME:	PHOTO ID VERIFIED BY:
REQUESTED BY: Print Name		AUTHORIZED ON EMERGENCY CARD? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I assume custody of the named above as a parent, guardian or authorized adult. (circle one). Signature		MEDICAL NEEDS?
		STUDENT STATUS (check one) <input type="checkbox"/> Released <input type="checkbox"/> CustodyIssues <input type="checkbox"/> Absent <input type="checkbox"/> Medical/FirstAid <input type="checkbox"/> Missing <input type="checkbox"/> Deceased <input type="checkbox"/> Other:
DESTINATION:	PHONE:	NOTES:
ARE YOU AUTHORIZED TO PICK UP OTHER STUDENTS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, Name(s):		TIME OF RELEASE:

APPENDIX J

After Action Report Form

Name of person completing report: _____

School: _____ Date: _____

Drills/Exercises [check one]: Actual Incident response [check one]:

Earthquake

Fire

Lockdown

Evacuation

Flood

Other (specify): _____

Table-Top

Functional or full-scale exercise

Start time: _____ End time: _____

Participation: Provide a list of individuals and agencies participating in the event.

Timeline of events: Provide a detailed outline or description of events and activities.

Lessons learned: Provide an overview of lessons learned related to personnel, training, coordination, logistics, etc.

Discussion and recommendations: Provide any recommendations for improvements or changes to the emergency plan and procedures and how they will be addressed.

APPENDIX K

The following supply lists are suggested quantities are for 100 people for a period of 72 hours. The lists are broken down into the categories of food and water, assembly

or shelter areas and first aid. Ensure the expiration date on all items is current. Select the foods that are best suited for your school, and also take note of any students or staff that may have food allergies.

Emergency Supplies Inventory

Food/Water

Food Item	Recommended Quantity
Dried fruits/snacks/ trail mix	20 lbs.
Canned meats	60 cans
Canned fruits	60 cans
Canned vegetables	20 cans
Crackers	2 cases
Canned fruit juice	2 cases
Coffee, tea, drink mixes – instant type	2 cases
Energy bars – granola, protein, etc.	2 cases
Freeze-dried meals	2 cases
Peanut butter/jelly – large	20 jars each
Ready to eat soups and meals	2 cases
Staples – sugar, salt, pepper, etc.	10 packages
Food for persons on special diets; allergies, diabetic, etc.	As needed
Water	Recommended Quantity
Drinking water – based on 2 quarts per person per day	150 gallons

Note: Commercially packaged water (Aqua Blocks or bottled water) may be substituted to maximize shelf life (5 years) and ease of storage.

Emergency Supplies**Assembly/Shelter**

Item	Recommended Quantity
Blankets	100
Battery operated radio; extra batteries or hand crank	1
Flashlights; extra batteries and bulbs or hand crank	4
Whistles (for communicating with staff and students)	4
Clipboards, paper and pens	6
Aluminum foil, matches, charcoal (for cooking)	3 sets
Medium garbage bags	4 packages (40 count)
Large 3-ply garbage bags	4 packages (20 count)
Plastic buckets – 5 gallon	6
Pads of paper	4
Tape; scotch and duct types	4 rolls each
Plastic cups, plates, utensils	6 packages (100 count)
Plastic storage containers	5 sets
Shut-off wrench (turn off gas and water if needed)	2
Manual can openers, utility knives	5 each
Portable toilet kit; toilet paper	2 kits, 50 rolls
Activities or games for children	10

Personal Protective Equipment**First Aid Unit**

Eye protection masks – goggles	10
Biohazard protective gloves – Nitrile or latex, disposable	10
N-95 biohazard disposable face masks – OSHA	10
Splash resistant clothing and shoe coverings	10
Spill clean up kit – clean-up powder, clean-up scoop and scraper	5 kits

Emergency Supplies**First Aid**

Item	Recommended Quantity
First Aid Handbook (current issue)	1
Ace bandages – 1" and 2" widths	4 boxes each
Adhesive tape – 1" width	20 rolls
Alcohol Swabs (for cleaning instruments)	4 boxes – 100 count
Band-Aids – assorted sizes	8 boxes
Blankets – Mylar or disposable type	150
Bleach (1:10 bleach to water ratio for cleaning)	1 gallon
Cold packs (compresses)	1 case
Cotton balls – unsterile	4 large packages
Disposable gloves (latex and non-latex)	4 boxes
Dressings – 2" and 4" disposable sterile	4 boxes each
Dressing pads – 5x9 and 8x10 sterile	4 boxes each
Dressings – eye pad, oval sterile	15 boxes
Facial tissues	10 boxes
Gauze bandage – 1" and 2" width	10 rolls each
Hydrogen Peroxide (50% solution of peroxide/water for disinfectant)	4 bottles
Liquid soap (handwashing)	5 bottles
Paper towels	4 cases
Q-tip swabs	6 packages
Safety pins – assorted sizes	6 packages
Scissors	8 pair
Splints – long and short; cardboard, boards, etc.	Several sets
Towelettes – pre-moistened hand wipes	15 boxes
Treatment log	1
Triage tags	50
Triangular bandage – for sling/safety pins	30
Tweezers/needles – sterile	9 pairs

APPENDIX L

SAMPLE: Emergency Building Use Agreement

THIS AGREEMENT is made and entered by and between _____ School, Address _____, of County, _____ California and, Address _____, of County, California ("Shelter Provider").

RECITALS

WHEREAS, the Shelter Provider is authorized and empowered to enter into leases and buildings use agreements; and

WHEREAS, if the School should need to evacuate students or staff from one of its school buildings or grounds due to an emergency, the School desires to identify a site where residents or staff may be housed until they can be released. Since the Shelter Provider has a building that could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms of an emergency building use agreement; and

WHEREAS, the School desires to enter into an agreement for the emergency use of the building for staff and students on the terms and conditions hereinafter set forth; and

WHEREAS, the Shelter Provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the School to use its physical facilities as a shelter for students or staff in case of disaster or other emergency;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The School shall replace or reimburse the Shelter Provider for goods or supplies that may be used in the School's conduct of shelter activities.
2. The School shall exercise reasonable care in the use of Shelter Provider's facilities and shall reimburse the Shelter Provider for any damage to the physical facilities directly caused by these shelter activities.
3. The Shelter Provider shall make reasonable efforts to make a building available for emergency shelter use by the School with minimal notice.
4. This Agreement shall commence upon the date of execution by both parties. This Agreement will remain in full force and effect, but may be terminated by either party at any time upon 30-day written notice to the other.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and agree to each and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

----- **CHARTER SCHOOL**

By: _____ By: _____
Authorized representative/position Authorized representation

Date: _____ Date: _____

Parents are instructed to pick up their children at the alternate location. Do not attempt to pick up children at their regular school. Please meet your child at the alternate location. All other schools and school facilities are unaffected. Parents and citizens are urged not to interfere in the operation of those schools by calling on the telephone or by personal visits. Your cooperation in this matter is expected and appreciated.

APPENDIX M

SAMPLE COMMUNICATIONS

STUDENT DEATH

Dear Parents,

Yesterday, we learned that one of our first graders, _____, died while in the hospital. _____ had his tonsils removed over the past weekend. Complications set in after his parents took him home and he was taken back to the hospital where he died yesterday afternoon.

Today, at school, each teacher read a short message about _____ to his/her class. We discussed what happened and how _____ died. We also stressed that many people have their tonsils out every day and have no problems with it. Our guidance counselor and our school psychologist were available throughout the day to talk with any student that may have had a particularly difficult time dealing with the news.

Any death is difficult for children to understand. _____'s death is particularly difficult due to his young age and its unexpectedness. The fact that _____ died while at the hospital and the fact that it was related to having his tonsils out may also be frightening for children, especially those who may need to have their own tonsils out in the future.

We recommend that you take some time to discuss _____'s death with your child. We suggest allowing your child to talk about how he/she feels and any fears or concerns he/she may have as a result of hearing this news. We are enclosing a list of suggestions to help you talk with your child about _____'s death and/or the death of any loved one. If you feel that your child would benefit from talking with our guidance counselor or our school psychologist, please call us at the school and share your concerns.

The faculty, staff and students extend our heartfelt sympathies to the _____ family and to all their friends. We at the school will miss _____ very much. He was our friend and we loved him.

Sincerely,
School Principal

INITIAL ANNOUNCEMENT OF A CRISIS EVENT

TO:
FROM:

We have just been advised of a tragedy involving a member(s) of our school. I am sad to announce that _____ has died/has been in a serious accident. As soon as we have more information, we will pass it on to you.

People will be available to help those of you who need extra support in dealing with this situation. Your teachers will advise you of the location and times available for this support.

As soon as we know the family's/families' wishes regarding _____ we will share that information with you. We ask that all students remain in their classrooms and adhere to their regular schedules."

Completed by:		Position Title:	Date:

Coversheet

LCPS Retirement Plan Restatement

Section: III. Discussion and Approval Items
Item: N. LCPS Retirement Plan Restatement
Purpose: Vote
Submitted by:
Related Material: 6 - 200429 Ret Plan - Restatement Eff 070107 v2 (2).pdf

LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS, INC.
RETIREMENT SAVINGS PLAN

Effective July 1, 2007

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LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS, INC. RETIREMENT SAVINGS PLAN

This document governs the terms of the Lighthouse Community Charter Public Schools, Inc. Retirement Savings Plan. The Plan is a government plan within the meaning of Internal Revenue Code §414(d), is exempt from the provisions of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”), and is intended to qualify under (and shall be maintained consistent with) Internal Revenue Code §401(a). The Plan was originally effective May 1, 2006. This restatement is generally effective July 1, 2007, and reflects all legislation enacted and guidance issued through April 30, 2020.

ARTICLE I DEFINITIONS

Whenever the terms set forth below are used in this document, they shall have the meaning indicated below, unless a different meaning is plainly required by the context.

1.01 “Account” means the sum of subaccounts maintained separately for a Participant’s Employee Contributions, Employer Contributions and Rollover Contributions.

1.02 “Beneficiary” means a person who is or may become entitled to a benefit under the Plan as specified under Section 7.07 or 7.08.

1.03 “Code” means the Internal Revenue Code of 1986, as amended.

1.04 “Compensation” means wages from the Employer as defined in Code §3401(a) and all other payments from the Employer for which a statement is required to be furnished to the Employee under Code §§ 6041(d), 6051(a)(3) and 6052 as further adjusted by including any elective contributions made pursuant to Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i) and 457, and any pickup contribution described in Code §414(h)(2). Compensation also (i) includes any earned income defined in Code §401(c)(2) from the Employer, subject to the adjustments described in the preceding sentence, (ii) includes amounts contributed by the Company pursuant to Code §125 that are not available to the Participant in cash in lieu of group health coverage because the Participant does not certify to the Company that he or she has other health coverage (as provided under IRS Revenue Procedure 2002-27) and (iii) excludes any amounts (such as severance and vacation pay, but not final ordinary wages) paid after the Employee’s severance from employment. Any compensation paid after the Employee’s severance from employment shall not be taken into account unless such compensation is either regular compensation (including bonuses), or payments for bona fide leave (including sick and vacation pay), that is paid to the Employee within 2½ months of the Employee’s severance from employment (or, if later, by the end of the calendar year in which the Employee incurred the severance from employment) and would have been paid or available to the Employee regardless of his or her severance from employment. With respect to any Plan Year, the annual compensation of any Participant taken into account pursuant to this definition for purposes other than Section 3.06 shall not exceed the limitation in effect for the Plan Year that begins in the calendar year according to Code §401(a)(17) (\$225,000 for 2007, \$230,000 for 2008, \$245,000 for 2009, 2010 and 2011, \$250,000 for 2012, \$255,000 for 2013, \$260,000 for 2014, \$265,000 for 2015

and 2016, \$270,000 for 2017, \$275,000 for 2018, \$280,000 for 2019, \$285,000 for 2020, and adjusted for cost of living thereafter).

1.05 “Eligible Employee” means any Employee other than an Excluded Employee; provided that an Employee who is not treated as an Employee of the Employer for payroll tax reporting purposes is not an Eligible Employee until the first payroll period in which such Employee’s current compensation is processed in a timely manner by the Employer as wages paid subject to income tax withholding.

1.06 “Employee” means any employee of the Employer, and any Leased Employee.

1.07 “Employee Contributions” means contributions made pursuant to Section 3.02.

1.08 “Employer” means Lighthouse Community Charter Public Schools, Inc., a California Nonprofit Public Benefit Corporation.

1.09 “Employer Contributions” means contributions made pursuant to Section 3.03.

1.10 “Excluded Employee” means any Leased Employee.

1.11 “Hour of Service” means an hour of service, without duplication, described in any of the following clauses (i), (ii) or (iii):

(i) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. An Hour of Service shall be credited under this clause for the calendar year in which the Employee performs the duties, irrespective of when paid. An Employee’s Hours of Service earned before the Plan’s effective date are recognized for the purpose of determining Years of Service for vesting purposes.

(ii) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. An Hour of Service shall be credited under this clause for the Plan Year or Plan Years to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made.

(iii) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty. No more than 501 Hours of Service under this clause shall be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs during a single Plan Year). Hours of Service shall be credited under this clause generally in accordance with the rules of paragraphs (b) and (c) of U.S. Department of Labor Regulation §2530.200b-2, but applying the monthly equivalency described in Labor Regulation §2530.200b-3(e)(1)(iv). Therefore, a Participant who would be credited with at least one Hour of Service during a calendar month shall instead be credited with 190 Hours of Service.

1.12 “Leased Employee” means a person who is not an employee of the Employer, but who provides services to the Employer under the Employer’s primary direction and control pursuant to an

agreement between the Employer and any other person, and has provided services to the Employer on a substantially full-time basis for a period of at least one year.

1.13 “Participant” means an Employee or former Employee who either (or both) is eligible to participate in the Plan under Article II or who has an Account in the Plan. Such term shall also refer to a Beneficiary when the context is appropriate.

1.14 “Plan” means this Lighthouse Community Charter Public Schools, Inc. Retirement Savings Plan, as memorialized under the provisions of this document.

1.15 “Plan Year” means the 12-month period ending each June 30. The reference herein to a particular Plan Year refers to the Plan Year that begins in the referenced year (*e.g.*, the “2007 Plan Year” means the Plan Year that begins on July 1, 2007).

1.16 “Regulations” mean Federal Income Tax Regulations (whether final, temporary or proposed), as amended.

1.17 “Rollover Contributions” means rollover contributions made pursuant to Section 3.04.

1.18 “Trust” means the separate legal entity created under a separate trust agreement. The provisions of the trust agreement are hereby incorporated by reference. In the event of a conflict between the Plan and the trust agreement, the provisions of the trust agreement shall govern.

1.19 “Trustee” means the person or persons identified as trustee under the terms of the Trust, or any successor duly appointed by the Employer.

ARTICLE II ELIGIBILITY

An Eligible Employee shall participate in the Plan with respect to all Compensation earned as an Eligible Employee. Employee Contributions and Employer Contributions will be made with respect to all such Compensation. An Employee is eligible to make Rollover Contributions at any time he or she is an Eligible Employee.

ARTICLE III CONTRIBUTIONS

3.01 AMOUNT OF CONTRIBUTIONS. For each Plan Year, the Employer shall contribute to the Trust an amount which equals the sum of the Employee Contributions and Employer Contributions, as determined under Sections 3.02 and 3.03.

3.02 EMPLOYEE CONTRIBUTION. An Eligible Employee shall make an Employee Contribution to the Plan in an amount equal to 8% of the Employee’s Compensation. The Employer shall pay the contribution on the Employee’s behalf in lieu of the Employee receiving the related compensation then making the contribution, and therefore the Employee Contribution shall constitute a pick-up contribution as described in Code §414(h)(2) and shall not be taxable to the Employee. For each calendar month, the Employer shall contribute a Participant’s Employee Contribution to the Trust no later than the close of the succeeding month. The Employer will maintain for each Participant an

Employee Contributions Account to which will be allocated the Participant's Employee Contributions.

3.03 EMPLOYER CONTRIBUTION. Unless otherwise provided, the Employer will make an Employer Contribution for each Eligible Employee in an amount equal to 8% of the Employee's Compensation. The Employer Contribution will be paid by the Employer to the Trust by the close of the month succeeding the month in which it was earned. The Employer will maintain for each Participant an Employer Contributions Account to which will be allocated the Participant's Employer Contributions.

Reduced Employer Contribution. For Compensation paid on and after August 12, 2009, and before July 1, 2014, the Employer will make an Employer Contribution for each Eligible Employee in an amount equal to 4% of the Employee's Compensation.

3.04 ROLLOVERS AND TRANSFERS. Subject to the conditions set forth in this section, the Plan will accept directly from any Eligible Employee as a Rollover Contribution any eligible rollover distribution properly contributed to the Plan under the Code as a rollover contribution. The Employer shall require an Employee to furnish satisfactory evidence that the proposed Rollover Contribution meets the requirements of this section. The Trustee may accept a direct transfer of cash from any other qualified plan on behalf of any Employee who is an Eligible Employee, provided that such transfer satisfies the conditions of Section 8.03.

3.05 MISTAKE OF FACT. The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact. Upon written request from the Employer, the Trustee will return to the Employer the amount of the Employer's contribution made by mistake of fact.

3.06 LIMITATION ON ANNUAL ADDITIONS

(a) General Rules. The amount of Annual Additions to any Participant's Account may not exceed the Maximum Permissible Amount, as determined in accordance with the rules and procedures set forth in this section. For purposes of this section, all defined contribution plans (whether or not terminated) of the Employer shall be treated as one defined contribution plan. Should a contribution which otherwise would be contributed cause the Annual Additions for the Limitation Year to exceed an Employee's Maximum Permissible Amount, the Excess Amount shall be corrected pursuant to the procedures in subsection (c).

(b) Estimate of Compensation. Before the determination of a Participant's actual Compensation, for a Limitation Year, the Maximum Permissible Amount may be determined on the basis of the Participant's estimated annual Compensation for such Limitation Year. This determination must be made on a reasonable and uniform basis for all Participants similarly situated. Contributions shall be reduced based on estimated annual Compensation by any Excess Amounts carried over from any prior year. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount shall be determined for such Limitation Year on the basis of the Participant's actual Compensation for such Limitation Year.

(c) Disposition of Excess Amount. If, under paragraph (a), there is an Excess Amount with respect to a Participant for a Limitation Year, the Excess Amount may be corrected under the IRS's Employee Plans Compliance Resolution System (EPCRS).

(d) Definitions. For purposes of this section:

(1) “Annual Addition” means the sum of the following amounts allocated on behalf of a Participant for a Limitation Year: (i) all Employee Contributions, (ii) all Employer Contributions and (iii) all other amounts required to be included by Code §415(c) (specifically including pre-tax elective deferrals and after-tax contributions, but excluding catch-up contributions described in Code §414(v)). Except to the extent provided in Regulations, Annual Additions include deferrals described in Code §402(g) and excess amounts reapplied to reduce contributions under this section.

(2) “Maximum Permissible Amount” means the lesser of (A) 100% of the Participant’s Compensation for the Limitation Year (computed without regard to the addback of contributions under Code §414(h)(2)) and, on and after July 1, 2015, with regard to Code §415(c)(8) (relating to difficulty of care foster care payments) and (B) the amount set forth in the following table (as adjusted for Limitation Years beginning after the latest year set forth in the table, for cost of living pursuant to Code §415(d)):

Limitation Year End	Maximum Permissible Amount
June 30, 2007	\$45,000
June 30, 2008	\$46,000
June 30, 2009	\$49,000
June 30, 2010	\$49,000
June 30, 2011	\$49,000
June 30, 2012	\$50,000
June 30, 2013	\$51,000
June 30, 2014	\$52,000
June 30, 2015	\$53,000
June 30, 2016	\$53,000
June 30, 2017	\$54,000
June 30, 2018	\$55,000
June 30, 2019	\$56,000
June 30, 2020	\$57,000

If there is a short Limitation Year because of a change in Limitation Year, the limitation set forth in subparagraph (B) (as adjusted) will be multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

(3) “Excess Amount” means the excess of the Participant’s Annual Additions for the Limitation Year over the Maximum Permissible Amount.

(4) “Limitation Year” means the Plan Year. If the Employer amends the Limitation Year to a different 12-consecutive-month period, the new Limitation Year must begin on a date within the Limitation Year for which the Employer makes the amendment, creating a short Limitation Year.

**ARTICLE IV
VESTING**

4.01 VESTING. A Participant’s Employee Contributions Account and Rollover Contributions Account are entirely nonforfeitable at all times. A Participant’s Employer Contributions

Account shall become an additional 20% vested upon having earned each additional Year of Service until fully vested after having earned 5 Years of Service. Notwithstanding the preceding sentence, a Participant's Employer Contributions Account shall become fully vested upon the earlier of (i) the later to occur of the Participant's 5th anniversary of having commenced Plan participation and the date the Participant has attained age 65, if then an Employee, and (ii) the Plan's termination.

4.02 YEAR OF SERVICE. Before July 1, 2017, "Year of Service" means each 12-month period ending on June 30 (including those ending before the Plan's effective date) during which the Employee completes not less than 500 Hours of Service (or 1,000 Hours of Service for years ending before July 1, 2016) based on the actual hours method of determining service as set forth in Regulations. Effective July 1, 2017, "Year of Service" means each Plan Year during which a year of service is earned on the basis of the elapsed time method set forth in Regulation §1.410(a)-7 and any official guidance issued in connection therewith. Therefore, an Employee earns a Year of Service after June 30, 2017, for each Plan Year during which the Employee is an Employee for the entire Plan Year regardless of the number of Hours of Service earned by the Employee during such Plan Year. An Employee who quits, is discharged or retires (collectively, a "severance"), but who performs an Hour of Service during the one-year period following the severance, is treated as having been an Employee throughout the severance period. An Employee who has not incurred a severance, but who has not earned an Hour of Service for a period of one year, shall be treated as having incurred a severance on the one-year anniversary of the Employee's last Hour of Service earned. This section shall be applied in accordance with applicable Regulations; provided, however, that an individual whose employment commencement date falls after July 1 and before January 1 during the Plan Year shall be deemed to have commenced employment on the previous July 1.

4.03 FORFEITURES. A Participant shall forfeit the unvested portion of his or her Employer Contribution Account upon the earlier of (i) the last day of the Plan Year that constitutes the Participant's 5th consecutive 1-year break in service and (ii) the date substantially all of the Participant's Account has been distributed to the Participant after the Participant has ceased being an Employee. The Employer shall restore amounts forfeited under this section, without earnings, if (a) a former Participant who incurred a forfeiture under clause (ii) of the preceding sentence again becomes an Employee before a forfeiture would have occurred under clause (ii) of the preceding sentence and (b) such former Participant restores all of his or her vested Account. Any such restored amounts will be subject to forfeiture under Section 4.01. A "1-year break in service" means any Plan Year in which the Employee fails to earn at least 501 Hours of Service; provided, however, that after June 30, 2017, such term means a "1-year period of severance" as set forth in Regulation §1.410(a)-7(d)(4). At the Employer's discretion, forfeitures may be used either to pay Plan administrative expenses or reduce the amount of the Employer Contribution.

ARTICLE V INVESTMENT OF FUNDS

5.01 INVESTMENTS. The Employer will make available to each Participant an individual account for the purpose of allowing the Participant to self-direct the investment of his or her Account among investments selected by the Employer. The Employer shall establish reasonable procedures designed to ensure the practical and efficient administration of such accounts. Such procedures shall, without limitation, be designed to prohibit the investment of Plan assets in a manner that (i) places the investment outside the jurisdiction of U.S. federal and state courts, (ii) might jeopardize the favorable

tax status of the Plan, (iii) might result in a loss exceeding the Participant's Account, (iv) results in a prohibited transaction under Code §503 or (v) results in unrelated business taxable income. Trust assets may be used to acquire interests in a group trust described in IRS Revenue Ruling 81-100, and the terms of any such group trust holding Plan assets are hereby incorporated by reference.

5.02 INVESTMENT ELECTION. The Employer or the Trustee shall comply with investment instructions given by Participants, except (i) where the instructions are contrary to the provisions of law or this Plan, (ii) where implementing the transaction could result in a loss in excess of the Account balance, (iii) in circumstances in which the Participant is known by the Employer to be incompetent, and (iv) in such other circumstances that the Trustee reasonably determines are inconsistent with the purposes of this Plan. Should the Participant refuse or be unable to direct the investment of his or her Account, the Employer may select an appropriate investment on behalf of the Participant.

5.03 VOTING RIGHTS. The Participant shall have the right to vote any securities held in his or her Account, except to the extent the Employer has voted such securities.

5.04 ACCOUNTS OF BENEFICIARIES AND ALTERNATE PAYEES. A Beneficiary and an alternate payee of a qualified domestic relations order shall have the same ability to direct the investment of their Account as does a Participant under this article.

5.05 VALUATION OF ACCOUNTS. The value of each Account will be updated each day that the national U.S. equity exchanges are open for trading, such value to reflect the closing prices of equities as of the preceding day pursuant to a method consistently followed and uniformly applied. The value of an account may be frozen for a reasonable period of time (not to exceed 10 business days) to allow for the processing of a distribution.

ARTICLE VI PAYMENT OF BENEFITS

6.01 PAYMENT BEFORE SEVERANCE FROM EMPLOYMENT. A Participant may receive one withdrawal during a calendar quarter of any or all of his or her Account while the Participant is an Employee, provided that (i) the Participant has attained age 59½ and (ii) no withdrawal may be made from the Participant's Employer Contribution Account that is not fully vested. (For distributions made in 2020 in compliance with the CARES Act, see Section 6.01A of Appendix B.)

6.02 PAYMENT AFTER SEVERANCE FROM EMPLOYMENT. Except in the case of the death of the Participant, and subject to a distribution required by reason of the Participant attaining age 72 (age 70½, before January 1, 2020), the time and form of distribution of a Participant's Account after the Participant has incurred a severance from employment shall be determined in accordance with this section. If the value of the Participant's Account does not exceed \$1,000, the Account shall be distributed in a single sum after the Participant has incurred a severance from employment pursuant to procedures established by the Employer. If the value of the Participant's Account exceeds \$1,000, any or all of the Account may be distributed as is allowable under Section 6.03 on or about the date or dates elected by the Participant under this subsection, provided that only one such distribution may be made during a calendar quarter. In the absence of an election by the Participant, the Participant's

Account shall be paid in a single sum during the 180-day period preceding the latest allowable distribution date set forth in Section 6.04. If, after a partial distribution, the value of the Participant's Account does not exceed \$1,000, the remaining portion of the Participant's Account shall be distributed in a single sum.

6.03 ALLOWABLE FORMS OF DISTRIBUTION. A Participant or Beneficiary who is eligible to receive a distribution from his or her Account may elect a single sum distribution of any or all of the Account (as otherwise allowed under this article), and may make subsequent elections until the Account is distributed in full, provided that no more than one such distribution may be made in any calendar quarter. All distributions shall be in cash, except that the Administrator may arrange for a requested in-kind distribution if practical as determined in its discretion.

6.04 MINIMUM DISTRIBUTIONS AND DEATH DISTRIBUTIONS.

(a) General Rules and Definitions. This section applies after December 31, 2019, to a living Participant, and after December 31, 2021, to a deceased Participant. All distributions required under this section will be determined and made in accordance with Code §401(a)(9) and the Regulations thereunder, and the provisions of this section will prevail over any inconsistent provisions of the Plan. (For Participant distributions not subject to this section, see Section 6.04A in Appendix A. Any reference in this Plan to Section 6.04 is deemed to refer also to Section 6.04A to the extent applicable.)

For purposes of this section:

(1) *Designated Beneficiary* means a Beneficiary who is a designated beneficiary under Regulation §1.401(a)(9)-4.

(2) *Distribution Calendar Year* means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under subsection (d).

(3) *Eligible Designated Beneficiary* means a Participant's Designated Beneficiary who, as of the date of the Participant's death, is (i) the Participant's surviving spouse, (ii) the Participant's child who has not attained the age of majority, (iii) disabled within the meaning of Code §72(m)(7), (iv) certified as chronically ill within the meaning of Code §7702B(c)(2) where the illness is indefinite in time and expected to be lengthy, or (v) no more than 10 years younger than the Participant.

(4) *Life Expectancy* means life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(5) *Multi-Beneficiary Trust* means a trust (i) which has more than one Beneficiary, all of which are Designated Beneficiaries for purposes of this section, and at least one of which is described in paragraph (3)(iii) or (iv).

(6) *Participant Account Balance* means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions made and allocated or forfeitures

allocated to the Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(7) *Required Beginning Date* means the April 1 following the close of the calendar year in which the Participant attains age 72 or, if later, the April 1 following the close of the calendar year in which the Participant ceases to be an Employee.

(8) *10-Year Rule* means the an applicable Account may be distributed either in full or in part at any time, provided the Account is distributed in full no later than the close of the year in which falls the 10th anniversary of the Participant's death.

(b) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of (i) the quotient obtained by dividing the Participant Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, or (ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant Account Balance by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year. Required minimum distributions will be determined under this subsection beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's death.

(c) Required Minimum Distributions to Designated Beneficiaries. If, by September 30 of the year following the year of the Participant's death there is a Designated Beneficiary, the Account shall be distributed in accordance with the 10-Year Rule and otherwise in accordance with any election by the Designated Beneficiary under Section 6.03; provided, however, that if the Beneficiary is an Eligible Designated Beneficiary, the Account may, at the Beneficiary's election, be distributed in accordance with subsection (d). The interest of an Eligible Designated Beneficiary described in clause (ii) of subsection (a)(3) who attains the age of majority shall be distributed in full no later than 10 years after the date the child attained the age of majority.

(d) Required Minimum Distributions to Eligible Designated Beneficiaries. A deceased Participant's Account may be distributed to an Eligible Designated Beneficiary either in accordance with subsection (c) or the rules of this subsection.

(1) *Surviving Spouse.* If the Participant's surviving spouse is the Participant's sole Eligible Designated Beneficiary, the minimum amount distributable under this subsection for a Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the surviving spouse. The surviving spouse's remaining Life Expectancy is calculated for each Distribution Calendar Year, after the year of the Participant's death and through the year of the spouse's death, using the surviving spouse's age as

of the spouse's birthday in that year. If the surviving spouse does not die before distributions under this paragraph begin, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died or, if later, by December 31 of the calendar year in which the Participant would have attained age 72.

(2) *Other Eligible Designated Beneficiaries.* If an individual other than the Participant's surviving spouse is the Participant's Eligible Designated Beneficiary, the minimum amount distributable under this subsection for a Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant or the Account's oldest nonspouse Eligible Designated Beneficiary, whichever is longer. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year, and the Eligible Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(e) *No Designated Beneficiary.* If, as of September 30 of the year following the year of the Participant's death, the Participant's Beneficiary is the Participant's estate or other person who is not a Designated Beneficiary, the entire Account will be distributed in accordance with the 10-Year Rule, except that the rule shall be applied on the basis of 5 years instead of 10.

(f) *Small Account Balances.* Notwithstanding any other provision of this section, if any separate Account of a deceased Participant or a Beneficiary does not exceed \$5,000, the Account will be distributed to the Beneficiary (or the estate, if no Beneficiary) in a single sum as soon as is administratively practicable.

(g) *Multiple Designated Beneficiaries.* The Administrator may establish separate Accounts for each Designated Beneficiary by September 30 of the year following the year of the Participant's death. If such separate Accounts are established, the provisions of this section shall apply separately to each such Account.

(h) *Multi-Beneficiary Trust.* If the terms of a Multi-Beneficiary Trust require that it be divided immediately upon the Participant's death into separate trusts for each trust beneficiary, then the required minimum distribution for the year is determined separately under subsection (d)(2) for each Eligible Designated Beneficiary described in subclauses (iii) and (iv) of subsection (a)(3). If the terms of a Multi-Beneficiary Trust provide that no individual other than an Eligible Designated Beneficiary described in subclauses (iii) and (iv) of subsection (a)(3) has a right to the Participant's Account so long as that Eligible Designated Beneficiary is alive, then the required minimum distribution for the year is the amount determined under subsection (d)(2), and all other Designated Beneficiaries shall be treated as a Beneficiary of such Eligible Designated Beneficiary.

(i) *Deceased Individual with No Beneficiary.* Distribution of a deceased individual's Account, for which there is no Beneficiary, will be made in accordance with the following order of priority: (i) the individual's surviving spouse; (ii) the individual's surviving children, including adopted children, in equal shares; then (iii) the individual's estate. For purposes of this section, individuals described in clauses (i) and (ii) are Eligible Designated Beneficiaries.

(j) *Alternate Payee Treated as Spouse.* A Participant's former spouse to whom all or a portion of the Participant's Account is subject to assignment under a qualified domestic relations order described in Section 6.06 shall be treated as the Participant's spouse under this section with respect to

the portion assigned. This subsection shall apply to an alternate payee's Account whether or not a separate Account has been established for the alternate payee.

(k) *Beneficiary of a Beneficiary.* The Account of a Beneficiary of a Beneficiary shall be distributed in accordance with the 10-Year Rule.

(l) *No Required Minimum Distribution for 2020 Plan Year.* This section does not apply for the 2020 Distribution Calendar Year.

6.05 ELECTION REQUIREMENTS. The Employer shall provide the Participant a benefit notice no earlier than 180 days nor later than 30 days before the first administratively practicable date on which such Participant may elect to receive a distribution. The notice shall explain distribution rights available to the Participant with regard to form and timing. Such distribution may commence less than 30 days after the notice is given, provided that (i) the Employer or its agent clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option) and (ii) the Participant, after receiving the notice, affirmatively elects a distribution.

6.06 QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan permits distribution to an alternate payee under a qualified domestic relations order at any time, irrespective of whether the Participant's Account is otherwise distributable under the Plan. Any distribution under this section must be consistent with the provisions of Code §401(a)(13) and §414(p). A distribution to an alternate payee, prior to the time the Participant's Account is otherwise distributable, is available only if (i) the order specifies distribution at that time, or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution, and (ii) if the present value of the alternate payee's benefits under the Plan exceeds \$1,000, the alternate payee consents to any distribution occurring prior to the time the Participant's Account is otherwise distributable. The only form of payment available to an alternate payee is a single sum.

6.07 DIRECT ROLLOVERS. Notwithstanding any provision of this document to the contrary that would otherwise limit a distributee's election affecting distribution of assets under the Plan, a distributee may elect, at the time and in the manner prescribed by the Employer, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. "Eligible rollover distribution" under this section means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution shall not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or Life Expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more, (ii) any distribution to the extent such distribution is required under Code §401(a)(9) (with any distribution, or portion thereof, during a Plan Year treatable first as a minimum distribution for such Plan Year, and not eligible for a direct rollover, to extent the minimum distribution requirement has not been satisfied for the Plan Year), and (iii) any nontaxable distribution unless such distribution is made to an individual retirement account (including a Roth IRA) or annuity or a tax-qualified plan under Code §401(a), 403(a), or an arrangement described in Code §403(b), that agrees to account separately for the amount transferred (including the portion of any after-tax amounts). "Eligible retirement plan" under this section means (i) an individual retirement account described in Code §408(a), (ii) after 2007, a Roth IRA described in

Code §408A(b), (iii) an individual retirement annuity described in Code §408(b), (iv) an annuity plan described in Code §403(a), (v) an annuity contract described in Code §403(b), (vi) a qualified trust described in Code §401(a) or (vii) an eligible deferred compensation plan described in Code §457(b) which is maintained by a state or political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to account separately for amounts transferred into such plan from this Plan. Distributee, for purposes of this section, includes (i) a Participant, (ii) a Participant's or former Participant's surviving spouse, (iii) a Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order (as defined in Code §414(p)) with regard to the interest of the spouse or former spouse and (iv) the designated nonspouse Beneficiary of a deceased Participant with respect to a direct rollover to an individual retirement account or individual retirement annuity as provided in Code §402(c)(11). Direct rollover, for purposes of this section, means a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE VII ADMINISTRATIVE PROVISIONS

7.01 PLAN ADMINISTRATION. The Employer shall be the “administrator” of the Plan, and may from time to time delegate any right, power or duty with respect to the operation and administration of the Plan to one or more committees, individuals or entities (in any case, a “committee”); provided, however, unless otherwise expressly delegated by the Employer in writing, the Employer shall have the sole responsibility for performing any specific statutory duty imposed by the Code or state or federal law. If the Employer delegates any right, power or duty to any committee, such committee may from time to time further delegate such right, power, and duty to any other person. If any right, power or duty is delegated to more than one person, such persons may from time to time allocate among themselves any such right, power or duty. Any delegations by the Employer shall be terminable upon such notice as the Employer, in its sole discretion deems reasonable and prudent. Any delegation (or subdelegation) shall carry with it the full discretionary authority of the Employer with respect to the delegated (or subdelegated) right, power or duty unless the Employer (or the person subdelegating) provides to the contrary.

7.02 POWERS OF THE ADMINISTRATOR. The Employer (including any persons appointed under Section 7.01) has full discretionary authority to administer and interpret the Plan, including the following powers and duties which it must exercise in a uniform and nondiscriminatory manner:

- (a) to determine the rights of eligibility of an Employee to participate in the Plan, and the value of a Participant's Account;
- (b) to adopt rules of administration necessary for the proper and efficient administration of the Plan provided the rules are not inconsistent with the terms of the Plan;
- (c) to construe and enforce the terms of the Plan and the rules of administration it adopts;
- (d) to direct the Trustee with respect to the crediting and charging of the Trust;
- (e) to review and render decisions with respect to a claim for (or denial of a claim for) a benefit under the Plan;

(f) to furnish the Employer with information which the Employer may require for tax or other purposes;

(g) to engage the services of agents whom it may deem advisable to assist it with the performance of its duties; and

(h) to engage the services of an “investment manager” or managers, who will have full power and authority to manage, acquire or dispose (or direct the Trustee with respect to acquisition or disposition) of any Plan asset under its control.

7.03 PAYMENT OF EXPENSES. The Trust will pay all expenses of Plan administration, unless paid by the Employer. The Employer may seek reimbursement from the Plan for expenses of Plan administration it has paid, provided the reimbursement is actually made no later than one year after the expense was paid by the Employer.

7.04 ADJUSTMENT OF ACCOUNTS. As of each business day, the Employer shall cause the adjustment of Accounts to reflect net income, gain or loss since the previous business day. In its discretion, the Administrator may ignore gains or losses incurred up to 5 business days preceding a distribution with respect to the assets distributed.

7.05 UNCLAIMED ACCOUNT PROCEDURE. The Plan does not require the Employer to search for, or to ascertain the whereabouts of, any Participant or Beneficiary. At the time the Participant’s or Beneficiary’s benefit becomes distributable under Article VI after termination of employment with the Employer, the Employer will make reasonable efforts to notify the Participant or Beneficiary that he or she is entitled to a distribution under the Plan (which may, in appropriate cases, include contacting government agencies and private locator services for location assistance). If the Employer’s efforts fail, and the Participant or Beneficiary fails to claim his or her Account or make his or her whereabouts known to the Employer within a reasonable time, the Employer may treat the Participant’s or Beneficiary’s unclaimed Account as forfeited as of the last day of the Plan Year, and may utilize the amount in the Account as an offset to any contribution under Article III. If a Participant or Beneficiary who has incurred a forfeiture under this section makes a claim that is supported by reasonable evidence, at any time, for his or her forfeited Account, the Account shall be restored to the same dollar amount as the dollar amount of the Account forfeited. The restoration shall be made from the amount, or additional amount, the Employer contributes for such Plan Year.

7.06 INDEMNITY OF CERTAIN FIDUCIARIES. To the extent allowed by law, the Employer indemnifies and holds harmless any committee it appoints under Section 7.01 from and against any and all loss resulting from liability to which the committee may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in their official capacities in the administration of the Plan, including all expenses reasonably incurred in their defense, should the Employer fail to provide such defense. The indemnification herein does not relieve the committee from any liability it may have for breach of a fiduciary duty. The Employer and the committee may, in a manner consistent with applicable law, execute a letter agreement further delineating the indemnification agreement of this section.

7.07 BENEFICIARY DESIGNATION

(a) General Rule. A Participant may complete a beneficiary designation form, in the manner specified by the Employer, indicating one or more persons who will become a primary or contingent Beneficiary with respect to the Participant's Account in the event of the Participant's death. A properly completed beneficiary designation form shall become effective on the date delivered to the Employer. A Participant may change or revoke any existing designation at any time during his or her lifetime. A Beneficiary with respect to a deceased Participant, and an alternate payee under Section 6.06, may also designate a beneficiary under this section.

(b) Consent of Spouse. No designation by a married Participant will be effective unless the Participant's spouse is the primary Beneficiary or the designation includes the written consent of the spouse. Such consent must (i) acknowledge the effect on the spouse of the designation, (ii) be witnessed by a notary public and (iii) be effective only with respect to the nonspouse designee to which the spouse has consented. A spouse may revoke his or her consent to a designation only if the designation expressly allows a revocation, and then only as provided in the designation. No consent shall be required if the Participant's spouse cannot be located.

(c) Effect of Dissolution of Marriage. Any designation of a spouse shall become permanently ineffective on the date of the final dissolution of the marriage of the Participant and the spouse, unless the designation expressly provides that it shall be effective notwithstanding the dissolution.

7.08 ASSIGNMENT OR ALIENATION. Subject to Section 6.06 (relating to qualified domestic relations orders), and except as otherwise allowed under the Code, a Plan benefit shall not be anticipated, assigned or alienated by a Participant or Beneficiary, and shall not be subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.09 APPEAL PROCEDURE FOR DENIAL OF BENEFITS

(a) General Rule. A Participant or a Beneficiary may file with the Employer a written claim for benefits, if the Participant or Beneficiary ("Claimant") determines the distribution procedures of the Plan have not provided such Claimant his or her proper benefit. The Employer must render a decision on the claim within 60 days of the Claimant's written claim for benefits. The Employer shall provide adequate notice in writing to the Claimant whose claim for benefits under the Plan the Employer has denied. The Employer's notice to the Claimant shall provide (1) the specific reason for the denial, (2) specific references to pertinent Plan provisions on which the Employer based its denial, (3) a description of any additional material and information needed for the Claimant to perfect the claim and an explanation of why the material or information is needed and (4) that any appeal the Claimant wishes to make of the adverse determination must be in writing to the Employer within 75 days after receipt of the Employer's notice of denial of benefits.

(b) Appeals. The Employer's notice must further advise the Claimant that the Claimant's failure to appeal the action to the Employer in writing within the 75 day period will render the Employer's determination final, binding and conclusive. If the Claimant should appeal to the Employer, the Claimant or his or her duly authorized representative may submit, in writing, whatever issues and comments the Claimant or his or her duly authorized representative feels are pertinent. The

Claimant or his or her duly authorized representative may review pertinent Plan documents. The Employer will re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Employer must advise the Claimant of its decision within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60 day limit unfeasible, but in no event may the Employer render a decision respecting a denial for a claim for benefits later than 120 days after its receipt of a request for review. The Employer's notice of denial of benefits must identify the name of each member of the Committee and the name and address of the Committee member to whom the Claimant may forward an appeal. A Participant must exhaust these administrative remedies prior to commencing any court proceeding with respect to claims arising under the Plan.

7.10 FIDUCIARIES NOT INSURERS. Neither the Employer nor the Trustee guarantee the Trust from loss or depreciation. The Employer does not guarantee the payment of any money, which may be or becomes due to any person, from the Trust.

7.11 WORD USAGE. Wherever the context of this document dictates, the plural of a word includes the singular and singular includes the plural.

7.12 STATE LAW. The law of the State of California will determine all questions arising with respect to the provisions of the Plan.

7.13 EMPLOYMENT NOT GUARANTEED. The Plan is not intended, and shall not be construed, to give any Employee any right to continue employment with the Employer.

7.14 EXCLUSIVE BENEFIT. Except as expressly provided otherwise in this Plan, the Employer has no beneficial interest in any asset of the Trust and no part of the assets of the Plan may ever revert to or be repaid to the Employer, either directly or indirectly; nor, before the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the assets of the Plan, or any asset of the Trust, be, at any time, used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries. However, if the Commissioner of Internal Revenue, upon the Employer's request for initial approval of the Plan, determines that the Plan is not qualified under Code §401(a), then (and only then) the Trustee, upon written notice from the Employer, will return the Employer's contributions to the Plan (and increments attributable to the contributions) to the Employer. The Trustee must make the return of the Employer contributions under this section within one year of a final disposition of the Employer's request for initial approval of the Plan. The Plan will terminate upon the Trustee's return of the Employer contributions.

7.15 MILITARY SERVICE. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, Participant loan repayments may be suspended under the Plan as permitted under Code §414(u)(4). Notwithstanding any provision of the Plan to the contrary, the Beneficiary of any Participant who dies while performing military service shall be entitled to those additional benefits (other than benefit accruals related to the period of military service) that would have been provided had the Participant resumed employment with the Employer and then terminated employment on account of death. Effective January 1, 2009, any "differential pay" (as described in Code §3401(h)) paid to a Participant shall be treated as Compensation under the Plan.

ARTICLE VIII LOANS

8.01 LOAN ELIGIBILITY. Any Participant in the Plan who is an Employee (or who is otherwise a “party-in-interest” as defined in ERISA §3(14), or would be but for the inapplicability of ERISA) may request a loan from the Plan as provided in this article and on forms prescribed by the Administrator. The Participant must agree to the terms contained in the promissory note and related documents, including the imposition of setup and ongoing administration fees. Any loan fees shall be disclosed to the Participant in advance, and either charged to the Participant’s account, added to the loan balance or paid directly by the Participant. Spousal consent shall not be required as a condition to receiving a loan. (For a loan issued in 2020 in compliance with the CARES Act, see Section 8.01A of Appendix B.)

8.02 LIMITATION ON AMOUNT AND PURPOSE. The Administrator will approve no loan in an amount that exceeds 50% of his or her account balance. The minimum loan amount is \$1,000. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the highest outstanding loan balance during the 12-month period ending on the date of the loan over the current outstanding loan balance. The Plan imposes no restriction on the purpose of the loan. No more than 1 loan may be outstanding at any time.

8.03 INTEREST. The interest rate shall be fixed at the prime rate published in the Wall Street Journal at the time the loan is processed, plus 1%, unless such rate is not reasonable and appropriate. All interest accrued on the loan will be credited to the borrowing Participant’s Account.

8.04 PAYMENTS. A loan shall provide for regular even payments coinciding with the frequency of the Employer’s payroll. Payments will be collected by withholding from each paycheck the principal and interest due under the loan until it is fully paid. The Participant must agree to allow the Employer to collect payments by payroll deduction. Should the Participant revoke approval for payroll deduction while employed, the loan balance shall be immediately due and payable, together with accrued interest, and subject to the deemed (Section 8.08) or offset (Section 8.09) distribution procedures should the loan not be paid. Prepayments are not allowed, except that (i) a Participant may repay the entire balance due at any time and (ii) a Participant who ceases to be an Employee may make additional payments on the outstanding balance in multiples of the loan payment amount through the last day of the calendar quarter that begins after the calendar quarter in which the Participant ceased to be an Employee.

8.05 TERM. The maximum term of a loan shall be 60 months.

8.06 SECURITY AND ACCOUNT SOURCE. Each loan must be secured with an irrevocable pledge and assignment of up to 50% of the amount of the Participant’s Account. Funding shall be made from the following accounts, in the order stated: Rollover, Contributions, Employee Contributions, then Employer Contributions.

8.07 RISK OF LOSS. A Participant’s loan shall not place other Participants at risk with respect to their Account. All loans will be administered as a Participant directed investment of that portion of the Participant’s account equal to the outstanding balance of the loan. The Plan will credit the Participant’s Account with interest earned and principal payments received, and with expenses directly related to the maintenance and collection of the loan.

8.08 DEFAULT (DEEMED DISTRIBUTION). The Administrator will treat the entire unpaid balance of the loan in default if (i) any scheduled payment remains unpaid as of the last day of

the calendar quarter succeeding the calendar quarter in which the payment became late (*i.e.*, the grace period) and (ii) the loan is not immediately distributable under Sections 6.01 or 6.02. A loan in default shall be deemed distributed for tax purposes at the time of default, but shall (i) not be eligible for rollover to any other retirement plan, (ii) continue to be carried as an asset on the books and records of the Plan, with continuing adjustments for accrued interest, until such time as the loan is distributed under Section 8.09, (iii) be taken into account for purposes of computing the amount of any future loan under the Plan, (iv) reflect tax basis only to the extent that the Participant has made additional loan payments after the date of the deemed distribution and (v) cause no further taxable income to the Participant after the date of the deemed distribution.

8.09 DISTRIBUTION (OFFSET DISTRIBUTION). For Participants whose loan balance is entirely distributable by reason other than a severance from employment (including the Plan's termination), the Administrator shall offset the Participant's account represented by the unpaid balance of the loan for which a scheduled payment remains unpaid as of the last day of the grace period described in Section 8.08. For Participants who have incurred a severance from employment, the Administrator shall offset the Participant's account on the earlier of the (i) date the Participant receives a complete distribution of his or her Account or (ii) the 91st day following the date the Participant ceased to be an Employee. The Administrator shall provide an appropriate tax notice to the Participant on or about the date of the offset distribution explaining applicable tax and rollover rules. Should a Participant again become an Employee before the loan is offset, the period of absence shall be treated as a leave under Section 8.10. An offset distribution shall reduce the Participant's Account balance by the unpaid principal and accrued interest and cause the loan to be treated as repaid to the extent of the offset. As permitted under Regulations, the Participant is treated as having consented to a distribution under this section as a condition to receiving the loan.

8.10 LEAVE OF ABSENCE

(a) Leave Not Requiring Reamortization. If a Participant fails to make one or more scheduled payments in connection with an approved leave of absence, but no scheduled payment is late beyond the grace period described in Section 8.08, then the Participant shall make all late payments to the Administrator (by check) no later than 30 days after the end of the Participant's leave, and no interest adjustment shall be made to the loan due to any late payments. Should the Participant fail to make up all late payments as required, subsection (b) shall instead apply.

(b) Leave Requiring Reamortization. If a Participant fails to make a scheduled payment during an approved leave of absence and the scheduled payment becomes late beyond the grace period set forth in Section 8.08, then the Participant shall not be required to make any scheduled loan payment during the suspension period. The "suspension period" shall begin on the first day of the leave and end on the earlier of (i) the date the leave ends or (ii) the 1-year anniversary of the leave. The Participant may make voluntary loan payments during the suspension period in multiples of the loan payment amount. As soon as practicable after the end of the suspension period, (i) the Administrator shall reamortize the loan from the date the leave began by determining the amount of additional accrued interest and recomputing an even payment amount with the last payment to be made no later than 60 months after the date the loan was initiated and (ii) the loan shall again be subject to the generally applicable rules of this Policy. No loan shall be reamortized more than once. The Participant's Account shall be charged for any administration fees imposed on the Plan in connection with the reamortization.

(c) Leave for Military Service. In general, the provisions of subsection (b) shall apply to the repayment of a loan for a Participant who is performing service in the uniformed services of the United States, except that (i) the 1-year maximum suspension period shall not apply, (ii) the 60-month payoff deadline therein shall be extended by the period of the military service, (iii) the Participant may elect to continue with the same periodic payment amount (which will result in a final balloon payment for additional accrued interest), (iv) the loan may be reamortized regardless of whether it was previously reamortized and (v) the Participant may request a reduction in the interest rate imposed on the loan during the period of military service if he or she provides notice to the Administrator by the 180th day following the date military service ends.

(d) Loan Refinancing. Effective January 1, 2009, a Participant may refinance an existing loan with an equal or larger loan amount if (i) the interest rate on the replacement loan reflects a current interest rate and (ii) the term of the replacement loan does not exceed 60 months from the date of the initiation of the refinanced loan. A replacement loan that complies with this subsection will not be treated as being outstanding at the same time as the refinanced loan if it otherwise satisfies the requirements of this section.

ARTICLE IX AMENDMENT AND TERMINATION

9.01 AMENDMENT BY EMPLOYER. The Employer has the right at any time and from time to time (i) to amend the Plan in any manner it deems necessary or advisable in order to qualify (or maintain qualification of) the Plan under the appropriate provisions of Code §401(a), and (ii) to amend the Plan in any other manner. No amendment may authorize or permit any of the assets of the Plan (other than the part which is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. No amendment may cause or permit any portion of the assets of the Plan to revert to or become property of the Employer. All amendments shall be in writing, approved by the Employer's Board of Directors, and signed by an authorized officer of the Employer. An amendment (including a restatement) may not decrease a Participant's accrued benefit.

9.02 DISCONTINUANCE. The Employer may, at any time, suspend or discontinue its contributions under the Plan, and terminate the Plan at any time by amendment adopted in accordance with Section 9.01. The Plan will terminate upon the first to occur of (i) the date terminated by action of the Employer or (ii) the dissolution or merger of the Employer, unless the successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under the Plan.

9.03 MERGER/DIRECT TRANSFER. Mergers, consolidations and direct transfers shall be made in accordance with this section and Section 3.04.

(a) Equivalent Benefit. The Trustee may not consent, or be a party, to any merger or consolidation of the Plan with another plan, or to a transfer of assets or liabilities to another plan, unless immediately after the merger, consolidation or transfer, the surviving plan provides each Participant a benefit equal to or greater than the benefit each Participant would have received had the Plan terminated immediately before the merger or consolidation or transfer.

(b) Agreements. The Trustee possesses the specific authority to enter into merger agreements with, accept direct asset transfers from, and transfer plan assets to, the trustees of other Code §401(a) retirement plans. The Trustee may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan’s eligibility conditions. If the Trustee accepts a direct transfer of plan assets, the Employer and Trustee must treat the Employee as a Participant for all purposes of the Plan except the Employee is not a Participant for purposes of sharing in Employer contributions or Participant forfeitures under the Plan until the Employee actually becomes a Participant in the Plan. Any transfer proposed to be accepted by the Trustee that would not be taxable to the distributee if distributed shall not be accepted. Any other transfer to the Plan shall be accounted for in the subsidiary account that most closely describes the character of the amount transferred and does not enhance or diminish rights associated with the transfer in a manner that might jeopardize the Plan’s status as a tax-qualified retirement plan.

9.04 TERMINATION. Upon termination of the Plan, the Employer will direct the Trustee to distribute each Participant’s Account, in a single sum, as soon as administratively practicable after the termination of the Plan, irrespective of the present value of the Participant’s Account, and whether or not the Participant consents to that distribution. Upon termination of the Plan, the amount, if any, in a suspense account will revert to the Employer, subject to the conditions of Regulations permitting such a reversion.

IN WITNESS WHEREOF, the Employer has executed this document on this _____ day of _____, 20____.

**LIGHTHOUSE COMMUNITY CHARTER
PUBLIC SCHOOLS, INC.**

By: _____

Title: _____

**LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS, INC.
RETIREMENT SAVINGS PLAN**

**Appendix A
(Required Minimum Distributions, Pre-SECURE Act Provisions)**

6.04A MINIMUM DISTRIBUTIONS AND DEATH DISTRIBUTIONS.

(a) General Rules and Definitions. This section applies before January 1, 2020, to a living Participant, and before January 1, 2022, to a deceased Participant. All distributions required under this section will be determined and made in accordance with Code §401(a)(9) and the Regulations thereunder, and the provisions of this appendix will prevail over any inconsistent provision of the Plan.

Distribution of the Account of a living Participant must commence no later than the Participant's Required Beginning Date. For purposes of this section:

(1) *Designated Beneficiary* means a Beneficiary who is a designated beneficiary under Regulation §1.401(a)(9)-4.

(2) *Distribution Calendar Year* means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under subsection (c).

(3) *Life Expectancy* means life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) *Participant Account Balance* means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(5) *Required Beginning Date* means the April 1 following the close of the calendar year in which the Participant attains age 70½ or, if later and if the Participant is not a 5% owner (as defined in Regulation §1.401(a)(9)), the April 1 following the close of the calendar year in which the Participant retires.

(b) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of (i) the quotient obtained by dividing the Participant Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, or (ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant Account Balance by the number in the Joint

and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year. Required minimum distributions will be determined under this subsection beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's death.

(c) Death Before Required Beginning Date. If the Participant's death occurs before the Required Beginning Date, the Account will be distributed upon election of the Beneficiary at any time allowed under Section 6.03, subject to the minimum distribution rules of this subsection. If, by September 30 of the year following the year of the Participant's death either there is no Designated Beneficiary or the Designated Beneficiary so elects, the Account may be distributed in full or in part at any time, provided the Account is distributed in full no later than the close of the year in which falls the 5th anniversary of the Participant's death (the "5-year rule"). If, as of September 30 of the year following the year of the Participant's death, a Designated Beneficiary fails to elect the 5-year rule, the Account may be distributed in full or in part at any time, provided that the minimum amount to be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (d). If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies before distributions are required to begin to the surviving spouse, this subsection will apply as if the surviving spouse were the Participant.

(d) Death On or After Required Beginning Date. This subsection applies if the Participant dies on or after the Required Beginning Date.

(1) *Participant Survived by Spouse as Sole Designated Beneficiary.* If the Participant's surviving spouse is the Participant's sole Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the surviving spouse. The surviving spouse's remaining Life Expectancy is calculated for each Distribution Calendar Year, after the year of the Participant's death and through the year of the spouse's death, using the surviving spouse's age as of the spouse's birthday in that year. If the surviving spouse does not die before distributions under this paragraph begin, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died or, if later, by December 31 of the calendar year in which the Participant would have attained age 70½. The surviving spouse may alternatively elect the 5-year rule described in subsection (c). For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(2) *Participant Survived by Nonspouse Designated Beneficiary.* If there is a nonspouse Designated Beneficiary as of September 30 of the year after the year of the Participant's

death, the minimum amount that will be distributed for, and by the close of, each Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant or the Account's oldest Designated Beneficiary, whichever is longer. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year, and the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. Beneficiaries may elect on an individual basis to apply the 5-year rule described in subsection (c) if the election is made no later than September 30 of the year in which distribution would be required to begin under this paragraph.

(3) *No Designated Beneficiary.* If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire Account will be distributed in accordance with the 5-year rule described in subsection (c).

(e) *Small Account Balances.* Notwithstanding any other provision of this section, if any separate Account of a deceased Participant or a Beneficiary does not exceed \$5,000, the Account will be distributed to the Beneficiary (or the estate, if no Beneficiary) in a single sum as soon as is administratively practicable.

(f) *Multiple Designated Beneficiaries.* The Administrator may establish separate Accounts for each Designated Beneficiary by September 30 of the year following the year of the Participant's death. If such separate Accounts are established, the provisions of this section shall apply separately to each such Account.

(g) *Deceased Individual with No Beneficiary.* Distribution of a deceased individual's Account, for which there is no Beneficiary, will be made in accordance with the following order of priority: (i) the individual's surviving spouse; (ii) the individual's surviving children, including adopted children, in equal shares; then (iii) the individual's estate.

(h) *Alternate Payee Treated as Spouse.* A Participant's former spouse to whom all or a portion of the Participant's Account is subject to assignment under a qualified domestic relations order described in Section 6.06 shall be treated as the Participant's spouse under this section with respect to the portion assigned. This subsection shall apply to an alternate payee's Account whether or not a separate Account has been established for the alternate payee.

LIGHTHOUSE COMMUNITY CHARTER PUBLIC SCHOOLS, INC.
RETIREMENT SAVINGS PLAN

Appendix B
(CARES Act Temporary Amendments)

6.01A CARES ACT DISTRIBUTIONS. Notwithstanding the provisions of Section 6.01 or any other provision of the Plan, and effective as of May 1, 2020, a Participant who has been adversely affected by the Covid-19 pandemic may request one or more distributions (singularly, a “CARES Act distribution”) during 2020 from any subaccount in his or her Account up to an aggregate amount of \$100,000. To obtain a CARES Act distribution either (i) the Participant, the Participant’s spouse or the Participant’s dependent must have been diagnosed with the Covid-19 virus by a test approved by the U.S. Center for Disease Control, or (ii) the Participant must be experiencing adverse financial consequences due to being quarantined, furloughed, laid-off, having reduced work hours, having to care for a child, or the closing or reducing of work hours of a business, due to the Covid-19 virus. The Participant may repay the distribution to the Plan, or to another tax-preferred retirement vehicle (such as an IRA), within three years of receiving the distribution. This section shall be implemented consistent with CARES Act §2202(a), and any Regulations or other official guidance implementing such provision.

8.01A CARES ACT LOAN AND LOAN PAYMENT SUSPENSION. Notwithstanding the provisions of Article VIII providing otherwise, effective May 1, 2020, and through September 23, 2020, a Participant who satisfies the conditions for a CARES Act distribution described in Section 6.01A may also request an additional Participant loan under Article VIII, regardless of whether the Participant is otherwise eligible for a Participant loan under such article, subject to the provisions of this section (a “CARES Act loan”). A CARES Act loan is a loan that generally meets the requirements set forth in Article VIII except that (i) a CARES Act loan shall not count toward the maximum number of loans outstanding, (ii) for purposes of determining the maximum amount of the CARES Act loan under Section 8.02, (1) up to 100% of the Participant’s vested Account balance may be taken into account and (2) the \$50,000 limit is increased to \$100,000. Any loan payment on any outstanding loan (including, but not limited to, a CARES Act loan) that becomes due on or after March 27, 2020, and before January 1, 2021, and that is not actually paid, is suspended and, along with accrued interest, will be rolled into a new loan balance determined as of January 1, 2021, that will be re-amortized over the remaining period of the loan plus the period of the loan deferment. Any Participant who currently has a loan outstanding that is in default and that has not been offset under Section 8.09 is ineligible for a CARES Act loan unless the outstanding balance is first repaid. This section shall be implemented consistent with CARES Act §2202(b), and any Regulations or other official guidance implementing such provision.

Coversheet

LCPS Audit Renewal

Section: III. Discussion and Approval Items
Item: O. LCPS Audit Renewal
Purpose: Vote
Submitted by:
Related Material:
4 - Audit - Please_DocuSign_CLA_Engagement_Letter-_Light (1).pdf



CliftonLarsonAllen LLP
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February 1, 2021

Board of Directors and Management
Lighthouse Community Public Schools
444 Hegenberger Road Suite 201
Oakland, CA 94621

Dear Board of Directors and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Lighthouse Community Public Schools (“you,” “your,” or “the entity”) for the year ended June 30, 2021.

Derrick DeBruyne is responsible for the services provided to you. He will be assisted by Marlen Gomez, who is responsible for the performance of the audit engagement.

Audit services

We will conduct a performance audit of the entity’s Teacher Retention and Middle School Improvement Act Fund (Measure G1) as required by Oakland Unified School District (OUSD) for the year ended June 30, 2021.

Audit objectives

The objective of our performance audit is the expression of an opinion as to whether you have complied, in all significant respects with the provisions of laws, regulations, contracts, and agreements, as required by *Government Auditing Standards* and with the specific requirements listed below. Our audit will be conducted in accordance with auditing standards for performance audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and OUSD’s procedures for Measure G1 parcel tax audit.

Our audit will include tests of the records of the Entity and other procedures we consider necessary to enable us to express such an opinion. We will develop our work program based on OUSD’s procedures for Measure G1 parcel tax audit to meet the following objectives:

- Ensure expenditures are in support of allowable uses as per the ballot language, separately with respect to middle school grants and salary for school site educators.
- Ensure that the charter school receiving middle school grant funding has an approved education improvement plan with the minimal requirements specified in the ballot.
- For the charter schools receiving middle school grant funding, make a positive statement about the issue of supplanting versus supplementing.

We will issue a written report upon completion of our audit. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and OUSD and is not intended to be and should not be used by anyone other than the specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material noncompliance or deviation from the criteria, which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

If during the audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with the standards for performance audits contained in Government Auditing Standards and with the OUSD procedures for Measure G1 parcel tax audit may not satisfy the relevant legal, regulatory or contractual requirements.

In Process

Auditor responsibilities, procedures, and limitations

We will conduct our performance audit in accordance with the standards for performance audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives outlined above.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial violations of laws or Program regulations. However, we will inform the appropriate level of management of any violations of laws or Program regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

In addition, an audit is not designed to detect immaterial violations of laws or governmental regulations that do not have a direct and material effect on the compliance with OUSD procedures for Measure G1 parcel tax audit. However, we will inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of significant non-compliance with the provisions of laws, regulations, contracts and agreements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are significant non-compliance with the provisions of laws, regulations, contracts and agreements and to preventing and detecting material non-compliance resulting from illegal acts and other non-compliance matters. Our tests, if performed, will be less in scope than

would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure compliance with the provisions of laws, regulations, contracts and agreements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk of material noncompliance as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the provisions of laws, regulations, contracts and agreements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to performance audit objectives, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit, including your representation that you have complied with the objectives as listed above. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future

February 1, 2021
Lighthouse Community Public Schools
Page 4

plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

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

Engagement administration and other matters

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to OUSD, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

February 1, 2021
Lighthouse Community Public Schools
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Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

In Process

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Price

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement should approximate \$5,000 per charter school plus a 5% technology fee. The total is expected not to exceed \$15,000 for all three schools. The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be

February 1, 2021
Lighthouse Community Public Schools
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obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

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Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign and date this letter to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
Marlen Gomez
DBE69E3D16CE49A...

Marlen Gomez, CPA
Director
626-857-7300
Marlen.Gomez@claconnect.com

In Process

Enclosure

Response:

This letter correctly sets forth the understanding of Lighthouse Community Public Schools.

Authorized management signature: _____

Title: Director of Finance

Date: _____



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

February 1, 2021

Board of Directors and Management
Lighthouse Community Public Schools
444 Hegenberger Road Suite 201
Oakland, CA 94621

Dear Board of Directors and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Lighthouse Community Public Schools ("you," "your," or "the Organization") for the year ended June 30, 2021.

Derrick DeBruyne is responsible for the services provided to you. He will be assisted by Marlen Gomez, who is responsible for the performance of the audit engagement. Per Education Code Section 410210(f)(2), there is a limit of six consecutive years for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the first year Marlen Gomez will be the engagement director.

Audit services

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.
- Preparation of informational tax returns

Audit objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.
- Reporting on compliance related to state programs and expressing an opinion (or disclaimer of opinion) on compliance with the laws and regulations of the state programs in accordance with the requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

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

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an

emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We will also issue a written report on state compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste or abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness

of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our

audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal

statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

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

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

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

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We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit approximately in May 2021.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Grantor Agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

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 Lighthouse Community Public Schools
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The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Price Estimate

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services		Amount
Audit services (includes procedures for one major program under Uniform Guidance, if additional programs are required to be tested they will be billed at \$4,500 per additional federal program)	\$	21,105
Data Collection Form SF-FAC and single audit reporting package	\$	800
Oakland Unified School District Measure G1 Performance Audit	\$	15,000
Informational tax return services	\$	2,000
Technology and client support fee	\$	1,950
Total	\$	40,855

Additional attendance and instructional minutes procedures related to distance learning will be billed as out-of-scope.

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates

required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a ten percent withholding clause per Education Code 14505.

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent

February 1, 2021
Lighthouse Community Public Schools
Page 13

that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Organizations' information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

In Process

February 1, 2021
Lighthouse Community Public Schools
Page 14

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign and date this letter to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
Marlen Gomez
DBE69E3D16CE49A...
Marlen Gomez, CPA
Director
626-857-7300
Marlen.Gomez@claconnect.com

In Process

Enclosure

Response:

This letter correctly sets forth the understanding of Lighthouse Community Public Schools.

Authorized management signature: _____

Title: Director of Finance

Date: _____



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

February 1, 2021

Board of Directors and Management
Lighthouse Community Public Schools
444 Hegenberger Road Suite 201
Oakland, CA 94621

Re: June 30, 2021 Tax Exempt Returns and State Filings

Dear Board of Directors and Management:

We are pleased that Lighthouse Community Public Schools (“you,” “your,” or “the organization”) has engaged CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) to prepare the organization’s federal Form 990 and applicable state filings. This letter confirms the scope, limitations, and related terms of our engagement for the year ended June 30, 2021.

Our responsibility to you

We will prepare the organization’s federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. We will prepare filings for the same states where the organization filed last year unless organization personnel notify us to the contrary or other information clearly indicates the need for an additional return or state filing. It is your responsibility to comply with all foreign jurisdiction filing requirements. We have no obligation to prepare returns for foreign jurisdictions

The United States Supreme Court ruled in *South Dakota versus Wayfair* (6/21/18) that physical presence is no longer required to establish nexus for sales tax. This ruling may have broad implications, even beyond sales tax, as to where an organization is subject to tax. Please note that if the organization had a taxable presence in more than one jurisdiction, such as an employee or agent within the jurisdiction, any tangible property owned or rented within the jurisdiction, or if the organization exceeds any applicable economic nexus thresholds, the organization or related entities may be subject to state or local income, sales, use, franchise, or gross receipts tax in that jurisdiction depending upon the particular facts. It is the organization’s responsibility, not CLA’s, to determine if assistance is needed in deciding whether the organization or related entities may be liable for income, sales, use, franchise, or gross receipts tax, or have a filing requirement in the various state or local jurisdictions.

It is important for you to identify any ownership OR signature authority over a foreign bank account or other foreign financial assets which includes but is not limited to foreign: stocks, mutual funds, partnerships, bonds, retirement accounts, estates, trusts, annuities, swaps, and derivatives. Failure to disclose penalties can be significant, starting at \$10,000 and can be upwards of 50 percent of the value of the asset. Please provide account statements if you have any foreign account ownership or signature authority. Note that these rules do not apply to foreign investments held by U.S. mutual funds. In addition, ownership in a foreign business entity (association, corporation, disregarded entity, or partnership) could trigger additional U.S. foreign informational reporting requirements. These reporting requirements require the disclosure of ownership, financial information, and related-party transactions. Failure to properly disclose ownership and the required information could trigger a \$10,000 penalty per filing. We cannot be held responsible if you fail to identify or provide such information to us.

For all nonattest services we may provide to you, including the preparation of the federal Form 990 and applicable state filings, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the federal Form 990 and state filings that we prepare on your behalf before signing and submitting them to tax authorities. We will advise you with regard to tax positions taken in the preparation of the federal Form 990 and state filings, but the responsibility for the federal Form 990 and state filings remains with you.

Tax examinations

All returns and filings are subject to potential examination by the IRS and state authorities. In the event of an examination, we will be available, at your request, to assist or represent the organization and its directors or officers. Services in connection with tax examinations are not included in our fee for preparation of the federal Form 990 and state filings. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on the federal Form 990 and state filings. These items may be necessary in the event the taxing or other authority examines or challenges your federal Form 990 and state filings. These records should be kept for at least seven years. Your copy of the federal Form 990 and state filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the federal Form 990 and state filings, we rely on your representation that organization personnel and its directors or officers understand and have complied with these documentation requirements. The management of the organization is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the organization's financial records.

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Lighthouse Community Public Schools
Page 3

All of the records that you provide to us to prepare your federal Form 990 and state filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the organization.

Tax consulting services

This engagement letter also covers tax consulting services that may arise for which the organization seeks our consultation and advice, both written and oral, that are not the subject of a separate engagement letter. These additional services are not included in our fees for the preparation of the federal Form 990 and state filings.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the organization's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your federal Form 990 and state filings information. Such

information includes the organization name and address as well as the business and financial information you provided to us.

By signing and dating this engagement letter, you authorize CLA to use the information that you provide to CLA during the preparation of your federal Form 990 and state filings to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the engagement letter.

Consent to use tax information for benchmarking analyses

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this engagement letter, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this engagement letter, for a period of up to six (6) years from the date of this engagement letter, in connection with CLA's preparation of the types of reports described in the foregoing paragraph. If you do not wish to authorize such use, please strike out this section prior to signing the engagement letter.

Limitations

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

- For federal Form 990 and state filing preparation, separately within thirty-six (36) months after the date when we deliver the tax returns and filings under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you or relating to said returns and filings.
- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services on each consultation on which the dispute is based.
- For all tax return, state filing, and tax consulting engagements, within twelve (12) months from the date when you terminate this or any other engagement of our services.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Fees

Our professional fees will be billed based on the time involved and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Fees and expenses for this work will be invoiced separately. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued the tax returns and filings. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Termination of agreement

Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

February 1, 2021
Lighthouse Community Public Schools
Page 6

Agreement

Please sign and date this letter to confirm your agreement and return it to us at your earliest convenience.

We are looking forward to working with you.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
Marlen Gomez
DBE69E3D16CE49A...

Marlen Gomez, CPA
Director
626-857-7300
Marlen.Gomez@claconnect.com

In Process

Enclosure

Response:

This letter correctly sets forth the understanding of Lighthouse Community Public Schools.

Authorized management signature: _____

Title: Director of Finance

Date: _____



Certificate Of Completion

Envelope Id: E84C7CD7835D4955A8D93C0881979D66	Status: Delivered
Subject: Please DocuSign: CLA Engagement Letter- Lighthouse Community Public Schools/213-116120	
Client Name: Lighthouse Community Public Schools	
Client Number: 213-116120	
Source Envelope:	
Document Pages: 27	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Katherine Underwood
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Katherine.Underwood@claconnect.com
	IP Address: 67.78.184.86

Record Tracking

Status: Original	Holder: Katherine Underwood	Location: DocuSign
2/26/2021 9:28:08 AM	Katherine.Underwood@claconnect.com	

Signer Events

Marlen Gomez
 Marlen.Gomez@claconnect.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 DBE69E3D16CE49A...
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 Signed: 2/26/2021 9:38:55 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/26/2021 9:38:35 AM
 ID: 640cdb6f-2a35-41e5-89c7-79552cc07208

BRANDON PAIGE
 brandon.paige@lighthousecharter.org
 Director of Finance
 Security Level: Email, Account Authentication (None)

Sent: 2/26/2021 9:38:56 AM
 Viewed: 3/2/2021 10:56:25 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/2/2021 10:56:25 AM
 ID: 69fccca3-5cb8-4a5e-be9a-9957ab95678e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/26/2021 9:35:20 AM
Certified Delivered	Security Checked	3/2/2021 10:56:25 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

Coversheet

LCPS SELPA Local Plan - 2021-22 Participation Agreement

Section: III. Discussion and Approval Items
Item: Q. LCPS SELPA Local Plan - 2021-22 Participation Agreement
Purpose: Vote
Submitted by:
Related Material:
A - 2021-22-participation_agreement.pdf
B - Red-lined-2021-22-Participation-Agreement.pdf
C - 2020-Local-Plan-Part-B-Governance-El-Dorado-Charter-SELPA-Adopted-CEO-Council-10-7-20.pdf



AGREEMENT FOR PARTICIPATION

EL DORADO CHARTER SELPA

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and _____ (“LEA”), a California public charter school, collectively referred to as the “Parties.”

RECITALS

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. SHARED COMMITMENTS

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
 - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
 - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
 - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
 - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
 - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
 - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
 - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
 - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
 - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other

members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 **Services.** In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
 - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
 - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
 - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
 - 3.1.5. Coordinate state Special Education Accountability Processes.
 - 3.1.6. Provide alternative dispute resolution supports and services.
 - 3.1.7. Develop interagency referral and placement procedures.
 - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
 - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
 - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 1. Evidenced Based Practices;
 2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
 - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
 - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
 - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

6. DISPUTE RESOLUTION

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

7. MUTUAL REPRESENTATIONS

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



8. RESERVATION OF RIGHTS

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this ____ day of _____, 20_____.

In accordance with SELPA policy, _____,

[INSERT Charter LEA Name]

certifies that this agreement has been approved by the appropriate local board(s).

LEA

Date

Signature of CEO of Charter LEA

[PRINT CEO Name, Title]

EL DORADO COUNTY OFFICE OF EDUCATION

Date

Ed Manansala, Ed.D., Superintendent
El Dorado County Office of Education

Date

Ginese Quann, Interim Executive Director
SELPA Programs
El Dorado County Office of Education

AGREEMENT FOR PARTICIPATION
EL DORADO CHARTER SELPA

This Agreement for Participation ("Agreement") is entered into by and between the El Dorado Charter SELPA ("SELPA"), the El Dorado County Office of Education ("EDCOE"), and _____ ("LEA"), a California public charter school, collectively referred to as the "Parties."

RECITALS

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation ("Agreement");

WHEREAS, EDCOE is designated in the local plan as the "responsible local agency" for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. **SHARED COMMITMENTS**

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA's shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request and upon parental consent.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 Programs and Services. The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education

programs and services for students enrolled in the LEA. As such, the LEA shall:

- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
 - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
 - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
 - 2.1.4. Develop and implement program objectives and the evaluation of the program effectiveness.
 - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations and the provisions of the Local Plan.
 - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
 - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria.
 - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
 - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
 - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. Fiscal Responsibilities. Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. Restricted Funds. As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, All funding provided through the Charter SELPA shall be treated as a restricted funding

source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations

except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

3. **SELPA DUTIES AND RESPONSIBILITIES**

3.1 **Services.** In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:

- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
- 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
- 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
- 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
- 3.1.5. Coordinate state ~~Quality Assurance Process~~ Special Education Accountability Processes.
- 3.1.6. Provide alternative dispute resolution supports and services.
- 3.1.7. Develop interagency referral and placement procedures.
- 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
- 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
- 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 1. Evidenced Based Practices;
 2. Program Development and Improvement;
 3. Individual cases;
 4. State complaints;
 5. Requests for due process mediation and hearing; and
 6. Appropriate programs and services for specific pupils.
- 3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

3.2. **Governance.** Organize and maintain the governance structure of the Local

Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.

- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
 - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:
 - 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
 - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:

- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
- 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

6. DISPUTE RESOLUTION

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

7. MUTUAL REPRESENTATIONS

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.

8. RESERVATION OF RIGHTS

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this ___ day of _____, 20_____.

In accordance with SELPA policy, _____

[INSERT Charter LEA Name]

certifies that this agreement has been approved by the appropriate local board(s).

LEA

Date

Signature of CEO of Charter LEA

[PRINT CEO Name, Title]

EL DORADO COUNTY OFFICE OF EDUCATION

Date

Ed Manansala, Ed.D., Superintendent
El Dorado County Office of Education

Date

David M. Toston, Associate Superintendent
SELPA Programs
El Dorado County Office of Education

SELPA

Fiscal Year

LOCAL PLAN
Section B: Governance and Administration
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
January 2020

Section B: Governance and Administration

SELPA Fiscal Year **B. Governance and Administration**California *Education Code (EC)* sections 56195 et seq. and 56205**Participating Local Educational Agencies**

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The El Dorado Charter SELPA is composed of local educational agency charters (LEAs) located inside and outside the geographic boundaries of El Dorado County. The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. It is the intent of the El Dorado Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership within the State of California.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the SELPA governing board (CEO Council) with review from the County Superintendent of Schools for El Dorado County.

Amendments to the Local Plan to revise LEA membership shall be approved through the process as identified in Charter SELPA policies.

The CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

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3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent

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5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

Per CEO Council Policy 22, any charter school may apply to the Charter SELPA to become an LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA RLA/AU Superintendent/designee for unique circumstances, including State Board of Education charter approvals. The applicant, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee. The applicant charter LEA board must also take action to approve membership. The Charter SELPA Selection Committee will inform the CEO Council members of their decision. Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA RLA/AU Designee, pursuant to AR 22, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA RLA/AU Designee has significant documentation available to assess the new charter LEA capacity. The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval by the Charter SELPA RLA/AU Designee. The applicant member charter LEA board must also take action to approve membership.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

The Community Advisory Committee shall be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. Terms of CAC participation are outlined in the CAC bylaws.

Because of the geographic diversity within the El Dorado Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

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7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The purpose of the Community Advisory Committee shall be to act in support of individuals with exceptional needs by representing broad interests in the community and promoting maximum interaction of parents and community members with the the LEA charter schools in accordance with the Education Code and the El Dorado Charter Local Plan. Per the CAC bylaws, the Community Advisory Committee may be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs pursuant to EC Section 56193. Through the regularly scheduled CAC meetings, the SELPA will ensure that the development, amendment, and review of the Local Plan pursuant to EC sections 56205(a)(12)(E) and 56194. The CAC will be given at least 30 days to conduct a review. The SELPA shall review and consider comments from the CAC pursuant to EC section 56205(b)(7).

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Superintendent oversees the SELPA administrative staff in the receipt and distribution of funds, provision of administrative support, and the coordination and implementation of the SELPA Allocation and Local Plans.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

As members of the El Dorado Charter Special Education Local Plan Area (SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education. Each charter school, as their own LEA for special education accountability is responsible for the students within their jurisdiction including any and all contractual agreements. There are no additional contractual agreements that supersede education code.

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10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible for approving Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible for approving the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent of Schools. Each LEA CEO representative is responsible per the SELPA Participation Agreement for the review and implementation of the local plan.

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- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and reviewed by the El Dorado County Superintendent of Schools. Each Charter LEA and the COE as the RLA/AU is responsible for the coordination of the administration of the local plan. Adopted policies of the Charter SELPA, the LEAs Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The El Dorado County Office of Education Superintendent of Schools, as the RLA/AU, is responsible for the hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the RLA/AU.

- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

Funds received by the El Dorado Charter SELPA from Part B of the IDEA shall be expended in accordance with the applicable provisions of the IDEA and shall be used to supplement, and not to supplant State, local and other Federal funds.

State and federal funds received by the RLA/AU and El Dorado Charter SELPA are allocated and distributed among the local educational agencies in the SELPA, according to the El Dorado Charter SELPA adopted Allocation Plan.

- c. The operation of special education programs: education programs:

The Charter LEA shall ensure that the individualized education program team for any student with a disability includes the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian.
2. If the student is or may be participating in the regular education program, at least one regular education teacher. If more than one regular education teacher is providing instructional services to the student, the Charter LEA may designate one such teacher to represent the others.

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3. At least one special education teacher or, where appropriate, at least one special education provider working with the student
4. A representative of the Charter LEA who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general education curriculum.
 - c. Knowledgeable about the availability of Charter LEA and/or special education local plan area (SELPA) resources.
 - d. Has the authority to commit Charter LEA resources and ensure that whatever services are set out in the IEP will be provided.
5. An individual who can interpret the instructional implications of assessment results This individual may already be a member of the team as described in items 2-4 above or in item 6 below.
Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item 6 below has "knowledge or special expertise" must be made by the party (either the Charter LEA or parent) who invited the individual to the IEP team meeting.
6. At the discretion of the parent/guardian or Charter LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate (The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Ed. Code § 56341)
7. Whenever appropriate, the student with a disability
8. For transition service participants:
 - a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP team meeting, the Charter LEA shall take other steps to ensure that the student's preferences and interests are considered.
 - b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - c. If a representative of a local agency has been invited but does not attend the meeting, the Charter LEA shall take steps to obtain participation of the agency in the planning of any transition services. (Ed. Code § 56341)
9. For students suspected of having a specific learning disability at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher. In addition, at least one team member other than the student's regular education teacher shall observe the student's academic performance in the regular classroom setting. If the student is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. 34 CFR §§ 300.308, 300.542; Ed Code § 56341);
10. For students who have been placed in a group home by the juvenile court, a representative of the group home
11. If a student with a disability is identified as potentially requiring mental health services, the Charter LEA may request the participation of the county mental health program in the IEP team

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meeting. (Ed. Code § 56331)

(20 USC § 1414(d)(1); 34 CFR § 300.321; Ed. Code §§ 56341, 56341.2, 56341.5)

Excusal of Team Member

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian consents and the Charter LEA agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting involves a discussion of the member's area of the curriculum or related service, the IEP team member may be excused from the meeting if the parent/guardian consents in writing to the excusal and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (20 USC § 1414(d)(1)(C); 34 CFR § 300.321; Ed. Code 56341)

Parent/Guardian Participation and Other Rights

The Charter CEO or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include, at minimum, notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (34 CFR § 300.322; Ed. Code 56341.5)

The Charter CEO or designee shall send parents/guardians a notice of the IEP team meeting that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):
 - a. Indicate that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student as required by 20 USC, section 1414(d)(1)(A)(i)(VIII), 34 CFR, section 300.320(b), and Education Code, section 56345.1
 - b. Indicate that the Charter LEA will invite the student to the IEP team meeting
 - c. Identify any other agency that will be invited to send a representative

At each IEP team meeting convened by the Charter LEA, the Charter LEA administrator or specialist on the team shall provide the parent/guardian and student of the federal and state procedural safeguards (Ed. Code § 56321, 56500.1)

Before any IEP meeting, the parent/guardian shall have the right and opportunity to request to examine all of his/her child's school records. Upon receipt of an oral or written request, the Charter LEA shall provide complete copies of the records within five business days. (Ed. Code § 56043)

If neither parent/guardian can attend the meeting, the Charter CEO or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (20 USC 1414(f); 34 CFR 300.322; Education Code 56341.5)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Charter LEA is unable to convince the parent/guardian that he/she should attend. In such a case, the Charter LEA shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including, but not limited to: (34 CFR § 300.322; Ed. Code § 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

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2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits. Parents/guardians and the Charter LEA shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Charter LEA gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Audiotape recordings made by a LEA, SELPA, or county office are subject to the federal Family Educational Rights and Privacy Act (20 USC § 1232g).

Parents/guardians have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights
(Education Code 56341.1)

The Charter LEA shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)

The Charter LEA shall provide the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322).

The Charter LEA shall adhere to all Federal (IDEA) and State (Education Code) laws regarding the provision of special education programs and services for students that qualify for special education per the IEP process outlined above.

- d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code Section 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education and the CEO Council approved Allocation Plan. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plans, including development of the Annual Service and Budget Plans.

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12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Specialized equipment and services is provided at the school site associated with the Charter LEA, where the Individualized Education Program (IEP) team has determined is the most appropriate free and appropriate public education in the least restrictive environment.

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

Yes No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

3. Child Find: 20 USC Section 1412(a)(3)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each member LEA recognizes the need to actively seek out and evaluate school age Charter LEA residents who have disabilities, in order to provide them with appropriate educational opportunities in accordance with state and federal law.

Charter schools are currently authorized to serve school-aged students (grades K-12). If at any time the authorization changes, the charter schools would follow all state and federal laws regarding children from age 0-2 and Child Find. Charter schools will assist families and make appropriate referrals for any students they find who would be outside the age or area of responsibility of the Charter schools.

The Charter Chief Executive Officer or designee shall follow SELPA procedures to determine when an individual is eligible for special education services and shall implement the SELPA procedures for special education program identification, screening, referral, assessment, planning, implementation, review, and triennial assessment. (Education Code 56301) The Charter LEAs' process shall prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

In addition to identifying students with disabilities residing in their district, each districts "Child Find" identification system shall identify highly mobile children with disabilities, such as migrant

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20 USC Section 1412(a)(4)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each participating LEA shall provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a FAPE in the least restrictive environment as required by law.

The Charter Chief Executive Officer or designee shall implement the SELPA Procedural Guide. The Procedural Guide outlines the composition of the IEP team, and sets forth procedures regarding the development, review, and revision of the IEP.

The specifics of the IEP process are set out in CEO Administrative Regulation 3

5. Least Restrictive Environment: USC Section 1412(a)(5)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and

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services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

Yes No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

In order to protect the rights of students with disabilities, the Charter LEA shall follow all procedural safeguards as required by law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.
 Note: Education Code 56195.8 authorizes the policy to include provisions for involving Charter LEA Board members in any due process hearing procedure activities.

7. Evaluation: 20 USC Section 1412(a)(7)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter CEO or designee shall ensure that the IEP team:
 1. Reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and the appropriateness of placement

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2. Revises the IEP, as appropriate, to address:
- a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data (34 CFR 305(a)(2) and Education Code 56381(b).)
 - d. The student's anticipated needs
 - e. Any other relevant matters

8. Confidentiality: 20 USC Section 1412(a)(8)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter LEA Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Charter CEO or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records. In addition, the regulations will ensure and shall protect the privacy rights of student and the student's family.

The Charter CEO or designee shall designate a certificated employee to serve as custodian of records for student records at the Charter LEA level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR § 431)

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

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"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs.

10. Private Schools: 20 USC Section 1412(a)(10)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

Yes No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *EC*, Part 30." The policy is adopted by the SELPA as stated:

Yes No

12. Interagency: 20 USC Section 1412(a)(12)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

Yes No

13. Governance: 20 USC Section 1412(a)(13)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

Yes No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

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SELPA Fiscal Year **14. Personnel Qualifications**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

Yes No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

Yes No

16. Participation in Assessments: 20 USC Section 1412(a)(16)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as

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stated:

 Yes No**17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

 Yes No**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

 Yes No**19. Public Participation: 20 USC Section 1412(a)(19)**Policy/Procedure Number: Policy/Procedure Title: Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to

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comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

Yes No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)Policy/Procedure Number: Document Title: Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

Yes No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

Yes No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

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Yes No

23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

Yes No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

Reference Number:

Document Title:

Document Location:

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter

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SELPA El Dorado Charter SELPA

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Description:

SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the charter LEA participates as a member of the Special Education Local Plan Area (SELPA).

The Charter SELPA Local Plan is approved by the Charter CEO Council and reviewed by the El Dorado County Superintendent of Schools. Amendments to the Local Plan to revise LEA membership (additions) shall be approved by the Charter SELPA Selection Committee. Prior to Selection Committee approval, new LEA members shall be approved through the selection process as identified in Policy 22 and AR 22. Termination of membership shall be approved through the termination process as identified in Policy 26 or Policy 27. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Charter CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan. Notice of the public hearings shall be posted as required by law.

Upon entry into the Charter SELPA, the Governing Board for each LEA charter shall approve the Charter SELPA Local Plan and the Agreement for Participation.

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Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

The Charter Chief Executive Officer or designee of the charter LEA shall extend the charter LEA's full cooperation to the SELPA. The policies and procedures of the Charter SELPA shall be applied as policies and regulations to all participating charter LEAs.

Charter SELPA policies and administrative regulations are approved by the Charter SELPA CEO Council.

The Charter SELPA shall administer a local plan and administer the allocation of funds. (Education Code 56195). The Charter SELPA CEO Council shall approve all allocation plan decisions that impact the allocation of funds.

2. Coordinated system of identification and assessment:

Reference Number:

Document Title:

Document Location:

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303) The Charter LEAs shall not determine that a student is eligible for special education if the dominant factor for finding eligibility is lack of appropriate instruction in reading, lack of instruction in mathematics, or limited English Proficiency (20 U.S.C. § 1414(b)(5); Ed. Code, § 56329, subd. (a)(2).) All referrals for special education and related services from school staff shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect. (5 CCR § 3021.) Within 15 days of a referral for initial assessment the LEA shall provide student's parent/guardian with a notice of parental rights and a written proposed assessment plan. The 15-day period does not include days between the student's regular school session or term, or days of school vacation in excess of five school days from the date of receipt of the referral. The proposed assessment plan shall meet all of the following requirements: (Education Code 56321) 1. Be in a language easily

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understood by the general public 2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible 3. Explain the types of assessment to be conducted 4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial assessment. The assessment may begin as soon as informed parental consent is received by the respective Charter LEAs. The Charter LEAs shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.505) However, an individualized education program required as a result of an assessment of a pupil shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each Charter LEA's school calendar for each pupil for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 60-day time shall recommence on the date that pupil schooldays reconvene. A meeting to develop an initial individualized education program for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services pursuant to paragraph (2) of subsection (b) of Section 300.343 of Title 34 of the Code of Federal Regulations. (Education Code 56344) If a parent/guardian refuses to consent to the initial evaluation or failed to respond to the request to provide consent, the Charter LEAs may pursue an evaluation by utilizing the mediation and due process procedures found at 20 USC § 1415 and in accordance with Education Code, sections 56501, subd. (a) (3), and 56506, subd. (e). See BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education) In the event that authorized parent does not consent to an initial evaluation the Charter LEAs shall not be considered in violation of the requirement to provide FAPE. In addition, the Charter LEAs is not required to convene an IEP team meeting or to develop an IEP for that child. (20 USC § 1414(a)(1).) Informed parental consent means that the parent/guardian: 1. Has been fully informed of all information relevant to the activity for which consent is sought, in his/her native language or other mode of communication 2. Understands and agrees, in writing, to the assessment 3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time (34 CFR § 300.500) If the student is a ward of the state and is not residing with his/her parents/guardians, the Charter LEAs shall make reasonable efforts to obtain informed consent from the parent/guardian as defined in 20 USC, section 1401 for an initial evaluation to determine whether the student is a student with a disability. (20 USC §

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Description:

1414(a)(1)) The Charter LEAs shall not be required to obtain informed consent from the parent/guardian of a student for an initial evaluation to determine whether the student is a student with a disability if any of the following situations exists 1. Despite reasonable efforts to do so, the Charter LEAs cannot discover the whereabouts of the parent/guardian of the student. 2. The rights of the parent/guardian of the student have been terminated in accordance with California law. 3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student. (Education Code 56301; 20 USC 1414(a)(1)) As part of the assessment plan, the parent/guardian shall receive written notice that: 1. Upon completion of the administration of tests and other assessment materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code, section 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities as defined in Education Code, section 56026 and shall discuss the assessment, the educational recommendations, and the reasons for these recommendations. A copy of the assessment report and the documentation of determination of eligibility shall be given to the parent/guardian. 2. If the parent/guardian disagrees with an assessment obtained by the Charter LEAs, the parent/guardian has the right to obtain, at public expense, an independent educational assessment of the student from qualified specialists, in accordance with 34 CFR §300.502. If the Charter LEAs observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the Charter LEA's proposed placement and setting, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding. 3. The Charter LEAs may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment but not at public expense. If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the Charter LEAs with respect to the provision of a free appropriate public education to the student, and may be presented as evidence at a due process hearing regarding the student. If the Charter LEAs observed the student in conducting its assessment, or if its

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assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting, if any, proposed by the Charter LEAs, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing. 4. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the Charter LEAs shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code, section 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student. (Education Code 56329; 34 CFR 300.502) An IEP required as a result of an assessment shall be developed within a total time not to exceed 60 days from the date of the receipt of the parent/guardian's consent for assessment, unless the parent/guardian agrees to an extension in writing. The 60-day period does not include any days between the student's regular school sessions/terms, or days of school vacation in excess of five school days. (Ed Code § 56043)

However, when a referral is made within 30 days of the end of the regular school year, an IEP required as a result of an assessment shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each district's school calendar. In the case of school vacations, the 60-day time shall recommence on the date that school reconvenes. (Ed. Code § 56344 (a).) A meeting to develop an initial IEP for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services. (Ed. Code §§ 56043(f)(2); 56344 (a).)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reassessed to determine if they still need special education and services. The IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these individuals. (Ed. Code § 56445)

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3. Coordinated system of procedural safeguards:

Reference Number:

Document Title:

Document Location:

Under California law, due process hearings pursuant to the IDEA (20 USC 1400-et seq) are held only at the state level. Related rights and procedures for due process are set forth in Education Code §§ 56501et. Seq. and 5 CCR §§ 3080 et. seq. When California law provides greater protections to students and parents, it supersedes federal law. Due process hearing rights extend to the student only if he/she is an emancipated student or a ward or dependent of the court with no available parent or surrogate parent. (Ed. Code § 56501; see AR 6159.3 - Appointment of Surrogate Parent for Special Education Students.) Informal ADR Process/Pre-Hearing Mediation Conference Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing. Due Process Complaint Notice and Hearing Procedures Due process hearing procedures may be initiated by a parent/guardian, the Charter LEA, and/or a student who is emancipated or a ward or dependent of the court, under the following circumstances. 1. There is a

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proposal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 2. There is a refusal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 3. The parent/guardian refuses to consent to an assessment of his/her child; and/ or 4. There is a disagreement between a parent/guardian and the Charter LEA regarding the availability of a program appropriate for the student, including the question of financial responsibility. (20 USC § 1415(b); Education Code 56501) Prior to initiating a due process hearing, the party requesting the hearing, or the party's attorney, must provide the opposing party a confidential due process complaint notice, specifying: 1. The student's name 2. The student's address or, in the case of a student identified as homeless pursuant to the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), any available contact information for that student 3. The name of the school the student attends 4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem 5. A proposed resolution to the problem to the extent known and available to the complaining party at the time (20 USC § 1415(b); 34 CFR § 300.508 (b).) Resolution Session When a parent seeks to initiate a request for due process, before their request is filed, they must provide the Charter LEA with the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 USC § 1415[f][1][B]; 34 CFR § 300.510) The Charter LEA has fifteen (15) days from the date it received the parents' due process hearing request to convene the resolution session. The sessions shall include a representative of the LEA who has decision-making authority and not include an attorney of the school LEA unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request. The resolution session is not required if the parent and the Charter LEA agree in writing to waive the meeting. If the Charter LEA has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 USC § 1415[f][1][B]; 34 CFR § 300.51) A due process complaint must be filed within two years of the date that the parent/guardian or Charter LEA knew or should have known about the situation that forms the basis of the complaint. Response to the Due Process Hearing Request If the Charter LEA has not sent a prior written notice to the parent/guardian regarding

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the subject matter contained in the parent/guardian's due process complaint notice, the Charter LEA shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: 1. An explanation of why the Charter LEA proposed or refused to take the action raised in the complaint 2. A description of other options that the individualized education program (IEP) team considered and the reasons that those options were rejected 3. A description of each evaluation procedure, assessment, record, or report the Charter LEA used as the basis for the proposed or refused action 4. A description of the factors that are relevant to the Charter LEA's proposal or refusal (20 USC 1415(c)(1)) If the Charter LEA sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the Charter LEA may, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC § 1415(c)(1)) Parties requesting a due process hearing shall file their request with the Superintendent of Public Instruction or designated contracted agency and give a copy of the request, at the same time, to the other party. (Ed. Code § 56502) Prior Written Notice The Charter Chief Executive Officer or designee shall send to parents/guardians of any student with a disability a prior written notice within a reasonable time before: 1. The Charter LEA initially refers the student for assessment 2. The Charter LEA proposes to initiate or change the student's identification, evaluation, educational placement or the provision of a free, appropriate public education 3. The Charter LEA refuses to initiate or change the identification, evaluation or educational placement of the student or the provision of a free and appropriate public education 4. The student graduates from high school with a regular diploma (Ed. Code §§ 56500.4, 56500.5; 20 USC § 1415(c); 34 CFR § 300.503) The prior written notice shall include: 1. A description of the action proposed or refused by the Charter LEA 2. An explanation as to why the Charter LEA proposes or refuses to take the action 3. A description of any other options that the IEP team considered and why those options were rejected 4. A description of each evaluation procedure, test, record or report the Charter LEA used as a basis for the proposed or refused action 5. A description of any other factors relevant to the Charter LEA's proposal or refusal 6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained 7. Any resources for parents/guardians to obtain assistance in understanding these provisions (20 USC § 1415(c); 34 CFR § 300.503) Students with disabilities and their parents/guardians shall be provided written notice of their rights in language easily understood by the general public and in the primary language of the parent/guardian or

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other mode of communication used by the parent/guardian, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights set forth in Education Code, section 56341. (Ed. Code §§ 56341, 56506; 34 CFR § 300.503) If the native language or other mode of communication of the parent/guardian is not a written language, the Charter LEA shall take steps to ensure that: 1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication 2. The parent/guardian understands the contents of the notice 3. There is written evidence that items #1 and #2 have been satisfied (34 CFR § 300.503) Notice of Procedural Safeguards A notice of procedural safeguards shall be made available to parents/guardians of students with a disability once a year and upon: 1. Initial referral for evaluation 2. Each notification of an IEP meeting 3. Reevaluation of the student 4. Registration of a complaint 5. Filing for a pre-hearing mediation conference or a due process hearing (Ed. Code § 56301; 20 USC 1415(d)(1)) The notice of procedural safeguards shall include information on the procedures for requesting an informal meeting, pre-hearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the Charter LEA to electronically record the proceedings of IEP meetings in accordance with Education Code 56341. A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (20 USC 1415(d)(2); Ed. Code §§ 56321, 56321.5) In addition, the notice of procedural safeguards shall include a full explanation of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present complaints to initiate due process hearings; the student's placement while due process proceedings are pending; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parent/guardians of students in private schools at public expense.(20 USC 1415(d)(2); 34 CFR 300.504)

4. Coordinated system of staff development and parent and guardian education:

Reference Number:

Document Title:

Document Location:

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the Charter LEAs in the El Dorado Charter SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in the El Dorado Charter LEAs. In order to facilitate that effort, the Charter LEAs assure that special education instructional personnel will participate in staff development inservice opportunities in the area of literacy, including: a. information about current literacy and learning research; b. state-adopted student content standards and frameworks; and c. research-based instructional strategies for teaching reading to a wide range of diverse learners Each of the Charter LEAs will include special education staff in their curriculum materials selection process, in order to support alignment with State standards. Each will also include all special education staff in all staff development on phonemics and phonics, as well as in any additional state or regional training based on new legislation, e.g., the California Reading and Literature Subject Matter Project, the rollouts on the frameworks, AB466 training. The goals of the Charter LEAs are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to assure that students with disabilities attain higher standards in reading. In order to reach these goals, we assure that students with disabilities will have full access to: 1. all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and 2. instructional materials and support.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

Document Title:

Document Location:

Description:

Curriculum adaptations include accommodations, modifications, and supports that allow a child with a disability access to the general curriculum and assessments. LEAs/districts are responsible for ensuring that each teacher and provider is informed of his or her specific responsibilities related to implementing the child’s IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP (34CFR 300.342 (b)(3)).

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6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number:

Document Title:

Document Location:

The Charter SELPA is responsible for monitoring all required areas of compliance with federal, state and Charter SELPA policies. The purpose of all monitoring and oversight activities is to ensure legal and effective LEA practices are in place to meet the needs of students with disabilities. This policy outlines areas of oversight and indicators that may cause the initiation of a Charter SELPA review process. Charter SELPA administration will keep the CEO Council informed of SELPA oversight activities and determinations.

If compliance, performance and/or student population data for an LEA in the Charter SELPA varies significantly from expected results or standards, it may be an early warning for the Charter SELPA to initiate contact. In this case, the Charter SELPA will contact the LEA to confirm the data, discuss any underlying issues which may impact the data, and identify how the Charter SELPA can assist the LEA in any necessary corrective action.

The Charter SELPA will monitor special education practices and data continuously to determine whether practices are in line with the LEA’s responsibilities to students with disabilities and SELPA policies. Data will be collected and reviewed by the Charter SELPA. Examples of existing indicators and standards include but are not limited to:

- Identification rate of special education students that is below 4% or greater than 14%
- State Performance Plan Indicators
- Significant swings in enrollment and/or enrollment trends that are not aligned to the LEA’s instructional calendar
- Pattern of compliance complaints or due process hearings
- Evidence of exclusionary practices
- Significant and/or abrupt change in leadership or staff
- No/low participation or engagement in the Charter SELPA (CEO Council, Steering Committee, professional development offerings, etc.)
- Unspent funds greater than 25%
- Annual independent audit which shows serious fiscal solvency issues

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or material findings (e.g. findings related to internal control or program compliance, high debt ratios, deficit spending, going concern findings, adequate reserves, and adequate cash)

SELPA REVIEW PROCESS

If one or more of the preceding triggers indicates a potential problem, the Charter SELPA may initiate a program and/or fiscal review. Program and fiscal reviews are facilitated by the appropriate Charter SELPA administrator. Charter SELPA's goal in each review process is to clearly identify the areas of SELPA concern, discuss any underlying issues which may be impacting the findings, and identify how the Charter SELPA can assist the LEA in any necessary corrective action. The Charter SELPA may request additional information as necessary to resolve identified concerns.

When multiple or connected concerns exist, the Charter SELPA may implement an Integrated Review Team (IRT) visit. An Integrated Review Team (IRT) visit consists of Charter SELPA program and business administrators meeting directly with the charter LEA leadership team.

CHARTER SCHOOLS AT-RISK

Whether through a Charter SELPA review process or other source, or if significant matters arise that are potentially harmful to students, demonstrate negligence, may harm the SELPA, or there is a concern that funds are not being spent appropriately for special education, Charter SELPA administration is empowered to act in the best interests of the SELPA as a whole. Such matters include, but are not limited to:

- Pattern of noncompliance with federal, state or Charter SELPA regulations
- Notice of revocation
- Notice of bankruptcy
- FCMAT extraordinary audit
- Annual audit with material findings and identification of operational issues that cause concern regarding the long-term viability of the organization
- Other circumstances that create a concern that a loss to the SELPA is possible or funds are not being spent appropriately for special education

Charter SELPA administration may make a determination and proceed to:

- Notify appropriate public agencies;
- Notify the LEA's governing board;
- Withhold state and/or federal funding;
- Move an LEA to reimbursement-based state funding, requiring

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expenditure reporting prior to cash distribution;
 • Require an LEA to submit proof of actual expenditures; and/or
 • Initiate termination of membership pursuant to CEO Policy 26.

7. Coordinated system of data collection and management:

Reference Number:

Document Title:

Document Location:

Description:

8. Coordination of interagency agreements:

Reference Number:

Document Title:

Document Location:

Pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 52140, LEAs must develop and maintain local interagency agreements with Regional Centers. Agreements must include (as applicable to charter LEAs):

1. The responsibilities of each LEA and Regional Center in meeting the terms of the agreement;
2. Procedures for coordination of child find activities with local public agencies and Regional Centers to identify infants and toddlers who may be eligible for early intervention services;
3. Specific procedures for coordination of referrals for evaluation and assessment;
4. Procedures for the assignment of a service coordinator;
5. Interagency procedures for identifying the responsibilities of the regional center and LEA for completing the evaluation and assessment and determining eligibility within the time requirements contained in Section 52086 of these regulations, when an infant or toddler may receive services from both the Regional Center and LEA;
6. Procedures for the timely exchange of information between Regional Centers and LEAs;
7. Mechanisms for ensuring the availability of contacts at Regional

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Description:

Centers and LEAs at all times during the year;
 8. Procedures for interagency individualized family service plan (IFSP) development when infants and toddlers may be eligible for early intervention services from the Regional Center and the LEA or other state or local programs or services;
 9. Procedures to ensure the provision of services during periods of school vacations when services are required on the IFSP;
 10. Transition planning procedures which begin at least six months prior to a toddler's third birthday pursuant to EC Section 52112 of these regulations;
 11. Procedures for resolving disputes between regional centers and LEAs;
 12. Procedures for the training and assignment of surrogate parents; and
 13. Procedures for accepting transfers of infants or toddlers with existing IFSPs.
 Local interagency agreements must be dated and signed by representatives of the Regional Center and LEA. Interagency agreements must be reviewed by both parties annually, revised as necessary, dated, and signed by both parties as needed.

9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

The SELPA Administrator, or designee, will facilitate the coordination of these services by the designated LEAs and provide technical assistance to the medical facilities and LEAs as appropriate. Role of the individual LEAs: Each individual LEA is responsible for students with disabilities who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes when the hospital or facility is located within their boundaries, unless based on education code there is another district of special education accountability which would be responsible.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

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Document Location:

Description:

11. Preparation and transmission of required special education local plan area reports:

Reference Number:

Document Title:

Document Location:

Description:

12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title:

Document Location:

Description:

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SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

Document Title:

Document Location:

Description:

14. Coordination of career and vocational education and transition services:

Reference Number:

Document Title:

Document Location:

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Description:

Special education may include each of the following if the services otherwise meet the definition in the above paragraph: (Education Code 56031) 1. Speech language pathology services, or any other designated instruction and service or related service, pursuant to Education Code 56363, if the service is considered special education rather than designated instruction and service or related service under state standards 2. Travel training 3. Career technical education 4. Transition services for students with disabilities in accordance with 34 CFR 300.43 if provided as specially designed instruction, or a related service, if required to assist a student with disabilities to benefit from special education. Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the charter LEA. (34 CFR 300.39(b)(3))

15. Assurance of full educational opportunity:

Reference Number:

Document Title:

Document Location:

Description:

Full educational opportunities means that students with disabilities have the right to full educational opportunities to meet their unique needs, including access to a variety of educational programs and services available to non-disabled students. The State must have in effect policies and procedures to demonstrate that the State has established a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. (34 CFR 300.109)

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number:

Document Title:

Document Location:

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Description:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plan, including development of the Annual Service and Budget Plan. In addition, pursuant to Education Code 56836.01(a)(b)(c) the SELPA RLA/AU will oversee the fiscal administration of the Annual Budget Plan and the allocation of state and federal funds allocated to the special education local plan area for the provision of special education and related services by those entities, in accordance with the Local and Allocation Plans approved by the CEO Council, and be responsible for the reporting and accounting requirements prescribed by this part.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number:

Document Title:

Document Location:

Description:

A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

(b) A program specialist may do all the following:

- (1) Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers.
- (2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- (3) Participate in each school’s staff development, program development, and innovation of special methods and approaches.
- (4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
- (5) Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

(c) For purposes of Section 41403, a program specialist shall be

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Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number:	<input type="text" value="CEO Policy 6"/>
Document Title:	<input type="text" value="Part C-Transition"/>
Document Location:	<input type="text" value="https://charterselpa.org/governance/"/>
Description:	<input type="text" value="Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs."/>

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number:	<input type="text" value="CEO Policy 15"/>
Document Title:	<input type="text" value="Public Participation"/>
Document Location:	<input type="text" value="https://charterselpa.org/governance/"/>
Description:	<input a="" are="" different"="" in="" means="" meeting="" members="" teleconference"="" the="" type="text" value="It shall be the policy of the Charter SELPA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities, are held prior to the adoption of any policies and/or regulations needed to comply with part B of the IDEA. Per the Charter SELPA Local Plan, policies are adopted by the Charter CEO Council. The Charter SELPA RLA/AU may request input from the Executive Committee as policies are developed. Appropriate notice shall be provided prior to adoption of policies by the Charter SELPA CEO Council. Proposed policies will be posted to the El Dorado Charter SELPA website. This will allow for review and comment by the public, parents of children with disabilities, or individuals with disabilities. Charter CEO Council typically meets twice per year and meetings may take place through teleconference. For the purposes of this section, " where=""/>

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3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title:

Document Location:

Description:

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

Document Title:

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Document Location:

Description:

- 5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

Document Title:

Document Location:

Description:

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master contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the public program. The master contract shall include a description of the process being utilized by the Charter LEA to oversee and evaluate placements in the NPS. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Ed. Code 56366) The Charter CEO or designee of an elementary Charter LEA shall notify a high school district of all students placed in NPS or NPA programs prior to the annual review of the IEP for each student who may transfer to the high school district. (5 CCR § 3069.) When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district which developed the IEP shall award the diploma. (5 CCR § 3070.)

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:

Document Title:

Document Location:

Description:

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are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested. Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

Coversheet

Form 700 Required for each Board Member

Section: III. Discussion and Approval Items
Item: R. Form 700 Required for each Board Member
Purpose: FYI
Submitted by:
Related Material:
Form_700_thru Dec 2021.pdf
Form 700 webinar CSDC - How_to_Complete_Form_700_Slide_Deck.pdf

2020-2021 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2020

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$520** for calendar years **2021** and **2022**. The gift limit in 2020 was **\$500**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers").
Obtain your disclosure categories, which describe the interests you must report, from your agency; they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700.
- Members of newly created boards and commissions not yet covered under a conflict of interest code
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Boards and Commissions of Newly Created Agencies:

File with your newly created agency or with your agency's code reviewing body.

Employees in Newly Created Positions of Existing Agencies:

File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates: File with your local elections office.

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. All

statements must have an original "wet" signature or be duly authorized by your filing officer to file electronically under Government Code Section 87500.2.

When to file:

Annual Statements

⇒ March 1, 2021

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 1, 2021

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their local filing officers.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2020, and December 31, 2020, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2022, or April 1, 2022, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2021. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions she holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2020, through December 31, 2020. If the period covered by the statement is different than January 1, 2020, through December 31, 2020, (for example, you assumed office between October 1, 2019, and December 31, 2019 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2020.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2020, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2020, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2019, and December 31, 2019, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2020.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.



STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Filing Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

- State
Multi-County
City of
Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)
County of
Other

3. Type of Statement (Check at least one box)

- Annual: The period covered is January 1, 2020, through December 31, 2020.
-or- The period covered is through December 31, 2020.
Assuming Office: Date assumed
Candidate: Date of Election and office sought, if different than Part 1:
Leaving Office: Date Left
-or- The period covered is January 1, 2020, through the date of leaving office.
-or- The period covered is through the date of leaving office.

4. Schedule Summary (must complete) Total number of pages including this cover page:

Schedules attached

- Schedule A-1 - Investments - schedule attached
Schedule A-2 - Investments - schedule attached
Schedule B - Real Property - schedule attached
Schedule C - Income, Loans, & Business Positions - schedule attached
Schedule D - Income - Gifts - schedule attached
Schedule E - Income - Gifts - Travel Payments - schedule attached

-or- None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court)
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst)
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission), you may be required to file statements with each agency. To simplify your filing obligations, you may complete an expanded statement.
 - To do this, enter the name of the other agency(ies) with which you are required to file and your position title(s) in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement covering the disclosure requirements for all positions. Each copy must contain an original signature. Therefore, before signing the statement, make a copy for each agency. Sign each copy with an original signature and file with each agency.

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand his or her annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers Placer and Yuba counties. Brian will complete one Form 700 using full disclosure (as required for the city position) and covering interests in both Placer and Yuba counties (as required for the multi-county position) and list both positions on the Cover Page. Before signing the statement, Brian will make a copy and sign both statements. One statement will be filed with City of Lincoln and the other will be filed with Camp Far West Irrigation District. Both will contain an original signature.

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.

- If your agency is a multi-county office, list each county in which your agency has jurisdiction.
- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the “other” box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
2. Jurisdiction of Office (Check at least one box)	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of _____
<input type="checkbox"/> City of _____	<input type="checkbox"/> Other _____

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2020 annual statement, **do not** change the pre-printed dates to reflect 2021. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2021, through December 31, 2021, will be disclosed on your statement filed in 2022. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the “No reportable interests” box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. All statements must have an original “wet” signature or be duly authorized by your filing officer to file electronically under Government Code Section 87500.2.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)
- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)

- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. His conflict of interest code requires full disclosure of investments. Frank must disclose his stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by his spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. She has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

<input type="checkbox"/> \$0 - \$1,999			
<input type="checkbox"/> \$2,000 - \$10,000	____/____/20	____/____/20	
<input type="checkbox"/> \$10,001 - \$100,000	ACQUIRED	DISPOSED	
<input type="checkbox"/> \$100,001 - \$1,000,000			
<input type="checkbox"/> Over \$1,000,000			

NATURE OF INVESTMENT
 Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

<input type="checkbox"/> \$0 - \$1,999			
<input type="checkbox"/> \$2,000 - \$10,000	____/____/20	____/____/20	
<input type="checkbox"/> \$10,001 - \$100,000	ACQUIRED	DISPOSED	
<input type="checkbox"/> \$100,001 - \$1,000,000			
<input type="checkbox"/> Over \$1,000,000			

NATURE OF INVESTMENT
 Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> OVER \$100,000
<input type="checkbox"/> \$1,001 - \$10,000	

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> OVER \$100,000
<input type="checkbox"/> \$1,001 - \$10,000	

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

<input type="checkbox"/> \$2,000 - \$10,000			
<input type="checkbox"/> \$10,001 - \$100,000	____/____/20	____/____/20	
<input type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED	DISPOSED	
<input type="checkbox"/> Over \$1,000,000			

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

<input type="checkbox"/> \$2,000 - \$10,000			
<input type="checkbox"/> \$10,001 - \$100,000	____/____/20	____/____/20	
<input type="checkbox"/> \$100,001 - \$1,000,000	ACQUIRED	DISPOSED	
<input type="checkbox"/> Over \$1,000,000			

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting

period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.

- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

CALIFORNIA FORM 700
 FAIR POLITICAL PRACTICES COMMISSION
 Name _____

SCHEDULE B
Interests in Real Property
 (Including Rental Income)

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
 \$2,000 - \$10,000 _____/_____/20
 \$10,001 - \$100,000 _____/_____/20
 \$100,001 - \$1,000,000 ACQUIRED DISPOSED
 Over \$1,000,000

NATURE OF INTEREST
 Ownership/Deed of Trust Easement
 Leasehold _____ _____
 Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
 \$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.
 None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
 \$2,000 - \$10,000 _____/_____/20
 \$10,001 - \$100,000 _____/_____/20
 \$100,001 - \$1,000,000 ACQUIRED DISPOSED
 Over \$1,000,000

NATURE OF INTEREST
 Ownership/Deed of Trust Easement
 Leasehold _____ _____
 Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
 \$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.
 None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE TERM (Months/Years)
 _____% None _____

HIGHEST BALANCE DURING REPORTING PERIOD
 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000
 Guarantor, if applicable

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE TERM (Months/Years)
 _____% None _____

HIGHEST BALANCE DURING REPORTING PERIOD
 \$500 - \$1,000 \$1,001 - \$10,000
 \$10,001 - \$100,000 OVER \$100,000
 Guarantor, if applicable

Comments: _____

Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, she received rental income of \$12,000, from a single tenant who rented property she owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000	IF APPLICABLE, LIST DATE: ____/____/19 XX ____/____/19 XX ACQUIRED DISPOSED
NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold Yrs. remaining _____ Other _____	
IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None Henry Wells	
NAME OF LENDER* Sophia Petroillo	
ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento	
BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner	
INTEREST RATE 8 % <input type="checkbox"/> None	TERM (Months/Years) 15 Years
HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
<input type="checkbox"/> Guarantor, if applicable	
Comments: _____	

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

YOUR BUSINESS POSITION _____

GROSS INCOME RECEIVED No Income - Business Position Only

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)

Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

_____ *(Describe)*

Other _____
(Describe)

NAME OF SOURCE OF INCOME _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

YOUR BUSINESS POSITION _____

GROSS INCOME RECEIVED No Income - Business Position Only

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)

Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

_____ *(Describe)*

Other _____
(Describe)

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

INTEREST RATE TERM (Months/Years)

_____ % None _____

SECURITY FOR LOAN

None Personal residence

Real Property _____
Street address

_____ *City*

Guarantor _____

Other _____
(Describe)

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

CALIFORNIA FORM 700
 FAIR POLITICAL PRACTICES COMMISSION
 Name _____

SCHEDULE D Income – Gifts

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

 ADDRESS *(Business Address Acceptable)*

 BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

Comments: _____

Instructions – Schedule D

Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a **\$500** limit in **2020**. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

CALIFORNIA FORM 700
 FAIR POLITICAL PRACTICES COMMISSION
 Name _____

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE *(Not an Acronym)* _____
 ADDRESS *(Business Address Acceptable)* _____
 CITY AND STATE _____
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____
 DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel
 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____
 ADDRESS *(Business Address Acceptable)* _____
 CITY AND STATE _____
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____
 DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel
 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____
 ADDRESS *(Business Address Acceptable)* _____
 CITY AND STATE _____
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____
 DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel
 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____
 ADDRESS *(Business Address Acceptable)* _____
 CITY AND STATE _____
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____
 DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel
 Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

Comments: _____

Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for her travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which she is not providing services are likely considered gifts. Note that the same payment from a 501(c)(3) would NOT be reportable.

<small>▶ NAME OF SOURCE (Not an Acronym)</small>	
Health Services Trade Association	
<small>ADDRESS (Business Address Acceptable)</small>	
1230 K Street, Suite 610	
<small>CITY AND STATE</small>	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
<small>DATE(S):</small> ___/___/___ <small>(if gift)</small> <small>AMT: \$</small> 550.00	
<small>▶ MUST CHECK ONE:</small> <input type="checkbox"/> Gift <input checked="" type="checkbox"/> -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for board meeting.</u>	
<small>▶ If Gift, Provide Travel Destination</small> _____	

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as his meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose. Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

<small>▶ NAME OF SOURCE (Not an Acronym)</small>	
Chengdu Municipal People's Government	
<small>ADDRESS (Business Address Acceptable)</small>	
2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi,	
<small>CITY AND STATE</small>	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
<small>DATE(S):</small> 09 / 04 / XX - 09 / 08 / XX <small>(if gift)</small> <small>AMT: \$</small> 3,874.38	
<small>▶ MUST CHECK ONE:</small> <input checked="" type="checkbox"/> Gift <input checked="" type="checkbox"/> -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for trip to China.</u>	
<small>▶ If Gift, Provide Travel Destination</small> <u>Sichuan Sheng, China</u>	

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may affect their personal economic interests. The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the law's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to \$520 from a single source during a calendar year. In 2019 and 2020, the gift limit was \$500 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions

on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.
- On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.
- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may complete one statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Report your economic interests using the largest jurisdiction and highest disclosure requirements assigned to you by the three agencies. Make two copies of the entire statement before signing it, sign each copy with an original signature, and distribute one original to the county and to each of the two boards. Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.
- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.

- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.
- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity’s website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.

Questions and Answers Continued

Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?

A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.

Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?

A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.

Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?

A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.

Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?

A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?

A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.

Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?

A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Questions and Answers Continued

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My husband is a partner in a four-person firm where all of his business is based on his own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your husband's investment in the firm is 10% or greater, disclose 100% of his share of the business on Schedule A-2, Part 1 and 50% of his income on Schedule A-2, Parts 2 and 3. For example, a client of your husband's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in real property for you.


Gift Disclosure

Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?

A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.

Questions and Answers Continued


- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2020 the gift limit was \$500, so the Bensons may have given the supervisor artwork valued at no more than **\$1,000**. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.



HOW TO COMPLETE FORM 700

WEBINAR FOR
CHARTER SCHOOL GOVERNING BOARD
MEMBERS


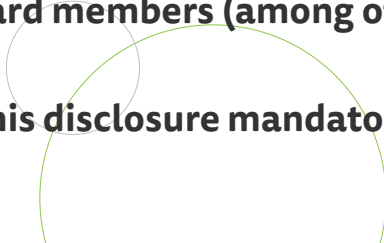
Presented by: Caitlin O'Halloran
School Governance and Policy Specialist



1

What is Form 700?

- In 1974 when CA passed the Political Reform Act they created the Fair Political Practices Commission (FPPC) to administer and enforce this landmark ethics law
- Form 700 has been required of elected state officers, judges, state board and commission members, legislative staffers, and traditional school board members (among others) for decades
- SB 126 (2019) made this disclosure mandatory for all charter school board members



CHARTER SCHOOLS
DEVELOPMENT CENTER

2

Where? When? Wait...come again?!

- **Form 700 will be filed with a board member's charter school (keep on hand). The authorizing agency may request a copy as well**
- **Filing deadline is April 1 for annual statement, but the form must also be completed when assuming office, running for office and leaving office**
- **This is a PUBLIC DOCUMENT. Everything written here may be viewed by the public and the press**



3

3

How to file...

- **Use the Form 700 available at the website www.fppc.ca.gov**
- **Forms must have an original "wet" signature or be duly authorized by your filing office to file electronically**
- **Now...for the details...**



4

4

What is a conflict of interest code?

- Under the Political Reform Act, all public agencies are required to adopt a conflict of interest code. This includes charter schools.
- The code has three main parts:
 - **Terms of the code:** This is the main body of a code and includes things like the manner to report financial interests, the disqualification procedures, etc. This will call out Form 700 as the reporting document.
 - **Designated positions:** Positions should be specifically listed and may include positions that involve voting on school matters, negotiating contracts or making purchases without oversight.
 - **Disclosure categories:** The code could require disclosure of investments, interest in real property and income among other things.



5

5

Annual Statement – Form 700

- **Period covered is January 1, 2020 to December 31, 2020**
- **Do not change the pre-printed dates on the form**
- **Form is due on April Wednesday April 1, 2021**



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Cover Page of Form 700

- Like the rest of the document, this must be typed or printed in ink
- FPPC says a charter school's "Jurisdiction of Office" is "other," unless the school is a county-wide benefit charter
- Save the Schedule Summary for the end
- Remember to sign the statement
- Indicate the number of pages you are including in your form
- You may use the school's mailing address rather than your home address



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This is an example of a cover page.

Note:

#2 the "jurisdiction of office" box

#3 type of statement

#4 schedule summary

#5 business address and "wet" signature

CALIFORNIA FORM 700 <small>STATE OF ECONOMIC INTERESTS STATEMENT</small>		STATEMENT OF ECONOMIC INTERESTS		Date Initial Filing Received <small>Other Use Only</small>
A PUBLIC DOCUMENT		COVER PAGE		
<small>Please type or print in ink.</small>				
NAME OF FILER (LAST)	(FIRST)	(MIDDLE)		
CLARK	PAT	W		
1. Office, Agency, or Court				
Agency Name: <small>(Do not use acronyms)</small> CITY OF SACRAMENTO				
Division, Board, Department, District, if applicable		Your Position		
SACRAMENTO PLANNING COMMISSION		COMMISSIONER		
<input type="checkbox"/> If filing for multiple positions, list below or on an attachment. <small>(Do not use acronyms)</small> Agency: SACRAMENTO COUNTY HEALTH BOARD Position: BOARD MEMBER				
2. Jurisdiction of Office <small>(Check at least one box)</small>				
<input type="checkbox"/> State		<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)		
<input type="checkbox"/> Multi-County		County of SACRAMENTO		
<input checked="" type="checkbox"/> City of SACRAMENTO		<input type="checkbox"/> Other		
3. Type of Statement <small>(Check at least one box)</small>				
<input checked="" type="checkbox"/> Annual: The period covered is January 1, 20XX, through December 31, 20XX.		<input type="checkbox"/> Leaving Office: Date Left _____/_____/_____ <small>(Check one)</small>		
-or- The period covered is _____/_____/_____, through _____/_____/_____, December 31, 20XX.		The period covered is January 1, 20XX, through the date of leaving office. -or- The period covered is _____/_____/_____, through the date of leaving office.		
<input type="checkbox"/> Assuming Office: Date assumed _____/_____/_____		<input type="checkbox"/> Candidate: Election year _____ and office sought, if different than Part 1 _____		
4. Schedule Summary <small>(must complete)</small> Total number of pages including this cover page: <u>7</u>				
Schedules attached				
<input checked="" type="checkbox"/> Schedule A-1 - Investments - schedule attached		<input checked="" type="checkbox"/> Schedule C - Income, Loans, & Business Positions - schedule attached		
<input checked="" type="checkbox"/> Schedule A-2 - Investments - schedule attached		<input checked="" type="checkbox"/> Schedule D - Income - Gifts - schedule attached		
<input checked="" type="checkbox"/> Schedule B - Real Property - schedule attached		<input checked="" type="checkbox"/> Schedule E - Income - Gifts - Travel Payments - schedule attached		
-or- <input type="checkbox"/> None - No reportable interests on any schedule				
5. Verification				
MAILING ADDRESS: STREET CITY STATE ZIP CODE				
521 I STREET SACRAMENTO CA 95601				
OFFICE TELEPHONE NUMBER (916) 555-5211		[DATE SIGNATURE] CONTACT@CITYOFSACRAMENTO.CA.GOV		
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.				
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.				
Date Signed	3/15/XX	Signature	Pat Clark	
	<small>month, day, year</small>		<small>Print the originally signed statement with your filing official.</small>	

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Schedule A-1

- **If you have a business located in, doing business in or planning to do business in your charter school's jurisdiction and that business is owned by you, your spouse or registered domestic partner or your dependent children AND it had a total benefit of \$2,000 or more, you need to report that interest on this schedule.**
- **Reportable investments include: stocks and bonds, family farms, and even a 10% or greater interest in a living trust.**



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Schedule A-1 continued

You do NOT need to report:

- **Diversified mutual funds**
- **Insurance policies**
- **Money in a checking or savings account**
- **CalPERS/CalSTRS accounts**
- **Retirement accounts (non-reportable interest)**

**General description of the business – can be very general, e.g.:
technology**



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If you have stocks, like Apple, you will list them here and list the fair market value of the individual stock.

You do not need to list diversified funds or money in a checking or savings account.

SCHEDULE A-1
Investments
Stocks, Bonds, and Other Interests
(Ownership Interest is Less Than 10%)
Do not attach coverage or financial statements.

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name: **PAT CLARK**

<p>NAME OF BUSINESS ENTITY Utel</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS Technology</p> <p>FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: 10 / 03 <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>	<p>NAME OF BUSINESS ENTITY Apple</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS Technology</p> <p>FAIR MARKET VALUE <input checked="" type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: / / <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>
<p>NAME OF BUSINESS ENTITY Intel</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS Software</p> <p>FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: / / <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>	<p>NAME OF BUSINESS ENTITY Horton Inc.</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS</p> <p>FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: / / <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>
<p>NAME OF BUSINESS ENTITY Johnson & Johnson</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS Pharmaceuticals</p> <p>FAIR MARKET VALUE <input checked="" type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: / / <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>	<p>NAME OF BUSINESS ENTITY</p> <p>GENERAL DESCRIPTION OF THIS BUSINESS</p> <p>FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>NATURE OF INVESTMENT <input type="checkbox"/> Stock <input type="checkbox"/> Other <small>(Check)</small> <input type="checkbox"/> Partnership <input type="checkbox"/> Income Received of \$0 - \$499 <input type="checkbox"/> Income Received of \$500 or More (Report on Schedule C)</p> <p>IF APPLICABLE, LIST DATE: / / <input checked="" type="checkbox"/> ACQUIRED <input checked="" type="checkbox"/> DISPOSED</p>

Schedule A-2

On this schedule you need to report:

- **Your business or your spouse’s business (community property)**
- **Family trust**
- **Partnership interests**
- **Rental property held by a business or trust**

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Schedule A-2

You do NOT need to report:

- Insurance policies
- Government bonds
- Your personal residence
- Vacation properties used for leisure and not rental



If you or your spouse own 10% or more of a business or trust, and the business is located in or doing business in your school's jurisdiction OR if the trust holds investments worth \$2,000 or more, list them on this form.

SCHEDULE A-2 Investments, Income, and Assets of Business Entities/Trusts <small>(Ownership Interest is 10% or Greater)</small>		CALIFORNIA FORM 700 <small>FAIR POLITICAL PRACTICES COMMISSION</small>
1. BUSINESS ENTITY OR TRUST CLARK'S CONSULTING Name 450 COMMERCE WAY, SACRAMENTO, CA Address (Business Address Acceptable) Check one: <input type="checkbox"/> That, go to 2 <input checked="" type="checkbox"/> Business Entity, complete the box, then go to 2		Name PAT CLARK
GENERAL DESCRIPTION OF THIS BUSINESS IT CONSULTING FAIR MARKET VALUE IF APPLICABLE, LIST DATE: <input type="checkbox"/> \$0 - \$1,999 <input checked="" type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 ACQUIRED DISPOSED NATURE OF INVESTMENT <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other YOUR BUSINESS POSITION: OWNER		2. BUSINESS ENTITY OR TRUST JOHNSON FAMILY TRUST Name 1725 W. BERRY LN., SACRAMENTO, CA Address (Business Address Acceptable) Check one: <input type="checkbox"/> That, go to 2 <input checked="" type="checkbox"/> Business Entity, complete the box, then go to 2
3. ENTER THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST) <input type="checkbox"/> \$0 - \$999 <input checked="" type="checkbox"/> \$10,001 - \$500,000 <input type="checkbox"/> \$1,000 - \$1,000 <input type="checkbox"/> OVER \$100,000 <input type="checkbox"/> \$1,001 - \$10,000		3. ENTER THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST) <input type="checkbox"/> \$0 - \$999 <input checked="" type="checkbox"/> \$10,001 - \$500,000 <input type="checkbox"/> \$1,000 - \$1,000 <input type="checkbox"/> OVER \$100,000 <input type="checkbox"/> \$1,001 - \$10,000
4. TEST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (attach a separate sheet if necessary) <input type="checkbox"/> None or <input checked="" type="checkbox"/> Names listed below STEWART JOHNSON		4. TEST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (attach a separate sheet if necessary) <input type="checkbox"/> None or <input checked="" type="checkbox"/> Names listed below
5. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST Check one box: <input type="checkbox"/> INVESTMENT <input checked="" type="checkbox"/> REAL PROPERTY 265 5TH AVENUE Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property WATERFORD, CA Description of Business Activity or City or Other Precise Location of Real Property FAIR MARKET VALUE IF APPLICABLE, LIST DATE: <input type="checkbox"/> \$2,000 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 ACQUIRED DISPOSED NATURE OF INTEREST <input checked="" type="checkbox"/> Property Ownership/Deed of Trust <input type="checkbox"/> Stock <input type="checkbox"/> Partnership <input type="checkbox"/> Leasehold <input type="checkbox"/> Other <input type="checkbox"/> Check box if additional schedules reporting investments or real property are attached		5. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST Check one box: <input type="checkbox"/> INVESTMENT <input checked="" type="checkbox"/> REAL PROPERTY JOHNSON & JOHNSON Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property PHARMACEUTICALS Description of Business Activity or City or Other Precise Location of Real Property FAIR MARKET VALUE IF APPLICABLE, LIST DATE: <input type="checkbox"/> \$2,000 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 ACQUIRED DISPOSED NATURE OF INTEREST <input type="checkbox"/> Property Ownership/Deed of Trust <input checked="" type="checkbox"/> Stock <input type="checkbox"/> Partnership <input type="checkbox"/> Leasehold <input type="checkbox"/> Other <input type="checkbox"/> Check box if additional schedules reporting investments or real property are attached
Comments:		3

Schedule B – Real Property

What is “real property?”

- It has to be within, or located within two miles outside the boundaries of the jurisdiction of the charter school

Real Property can include a deed of trust, an easement or an option to acquire property. It can also include a mining lease or an interest in real property that you, your spouse or your minor children own at least a 10% share in.

- You are NOT required to report a home or vacation cabin used exclusively as a residence. But if you rent out rooms in the vacation cabin, the portion claimed as a tax deduction is reportable.
- You are not required to report your own personal residence



On this form, you'll list the address of the property, the fair market value, and sources of rental income.

SCHEDULE B Interests in Real Property (Including Rental Income)		CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION
Name: PAT CLARK		
ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 9532 PHOENIX AVE CITY SACRAMENTO, CA FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 IF APPLICABLE, LIST DATE: / / XX / / XX ACQUIRED DISPOSED NATURE OF INTEREST <input checked="" type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None ELI & DREW MARQUEZ	ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 100-010-017-000 CITY SACRAMENTO, CA FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 IF APPLICABLE, LIST DATE: / / XX / / XX ACQUIRED DISPOSED NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input checked="" type="checkbox"/> Leasehold 11 IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None	
* You are not required to report loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows.		
NAME OF LENDER* JESSICA GOKUN ADDRESS (Business Address Acceptable) 5963 RAIL RD, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF LENDER CERTIFIED PUBLIC ACCOUNTANT INTEREST RATE TERM (Months/Years) 1.1 % 24 MONTHS HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> OVER \$100,000 <input type="checkbox"/> Guarantor, if applicable OLGA CLARK	NAME OF LENDER* ADDRESS (Business Address Acceptable) BUSINESS ACTIVITY, IF ANY, OF LENDER INTEREST RATE TERM (Months/Years) % None HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 <input type="checkbox"/> Guarantor, if applicable	

Schedule C – Income, Loans & Business Positions

Report the source and amount of gross income you or your spouse received if:

- it was over \$500 gross income and
 - it is from an entity outlined in your charter school's conflict of interest code, or
 - it is from an entity that does business in your jurisdiction
-
- This may be salary/wages, per diem, or reimbursement for expenses including travel payments provided by your employer.
 - If you have \$500 or more in loans from a private lender
 - May also be commission income, prizes or awards, gross income from the sale of a car or house



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Schedule C – Income, Loans & Business Positions

You do NOT need to report:

- Government income (state, federal, local)
- Stock dividends or sale
- Income from PERS/STRS
- Inheritance
- Income earned by dependent children
- Alimony or child support payments
- Loans made to others



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On this schedule you will report your income or your spouse's income or things like the sale of a car.

Fill out the name or source of the income and check the gross amount in addition to the consideration for which the income was received.

SCHEDULE C
Income, Loans, & Business Positions
 (Other than Gifts and Travel Payments)


CALIFORNIA FORM 700
 FAIR POLITICAL PRACTICES COMMISSION
 Name
PAT CLARK

1. INCOME RECEIVED	1. INCOME RECEIVED
NAME OF SOURCE OF INCOME RYDER TRANSPORT INC. ADDRESS (Business Address Acceptable) 708 WINTERS AVE, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF SOURCE MOVING COMPANY YOUR BUSINESS POSITION TECHNOLOGY ANALYST GROSS INCOME RECEIVED <input type="checkbox"/> No Income - Business Position Only <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 CONSIDERATION FOR WHICH INCOME WAS RECEIVED <input checked="" type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.) <input type="checkbox"/> Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) <input type="checkbox"/> Sale of _____ (Real property, car, boat, etc.) <input type="checkbox"/> Loan repayment <input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, list each source of \$10,000 or more _____ (Describe) <input type="checkbox"/> Other _____ (Describe)	NAME OF SOURCE OF INCOME SAMANTHA WRIGHT ADDRESS (Business Address Acceptable) 421 MOON ST, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF SOURCE YOUR BUSINESS POSITION GROSS INCOME RECEIVED <input type="checkbox"/> No Income - Business Position Only <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 CONSIDERATION FOR WHICH INCOME WAS RECEIVED <input type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.) <input type="checkbox"/> Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) <input checked="" type="checkbox"/> Sale of CAR (Real property, car, boat, etc.) <input type="checkbox"/> Loan repayment <input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, list each source of \$10,000 or more _____ (Describe) <input type="checkbox"/> Other _____ (Describe)

Schedule D - Gifts

Reportable Interests:

- **Accepting a gift – even if you don't use it, makes it reportable.**
- **A gift is reportable if its fair market value is \$50 or more**
- **The gift limit is \$470**
- **Gifts from lobbyists are limited to \$10 per month**
- **Commonly reportable gifts include: tickets or passes to events, food, beverages and accommodations, wedding gifts, forgiveness of a loan received by you**



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Schedule D - Gifts

You do NOT need to report:

- Gifts of similar value exchanged on birthdays, holidays, etc.
- Unused gifts returned within 30 days
- Informational material to help you in your work
- SWAG at an event where you speak
- Plaques or trophies valued less than \$250



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This is the form for reporting gifts.

List the contact information for the source and the date and description of the gift.

SCHEDULE D
Income – Gifts

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name
PAT CLARK

<p>▶ NAME OF SOURCE (Not an Acronym) OLGA SAHAT ADDRESS (Business Address Acceptable) 5693 VALLONIA ST, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF SOURCE ELECTRICAL ENGINEER</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>02 / 12 / XX</td> <td>\$ 20</td> <td>LUNCH</td> </tr> <tr> <td>04 / 27 / XX</td> <td>\$ 35</td> <td>FRUIT BASKET</td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> </tbody> </table> <p>▶ NAME OF SOURCE (Not an Acronym) HEARST TELEVISION INC. ADDRESS (Business Address Acceptable) 1246 MAIN ST, TALLAHASSEE, FLORIDA BUSINESS ACTIVITY, IF ANY, OF SOURCE RADIO STATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>08 / 03 / XX</td> <td>\$ 240</td> <td>NBA TICKETS</td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> </tbody> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	02 / 12 / XX	\$ 20	LUNCH	04 / 27 / XX	\$ 35	FRUIT BASKET		\$			\$		DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	08 / 03 / XX	\$ 240	NBA TICKETS		\$			\$		<p>▶ NAME OF SOURCE (Not an Acronym) CRANSTON SOFTWARE CO. ADDRESS (Business Address Acceptable) 7671 OAK LAKE DR, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF SOURCE FINANCIAL SOFTWARE DEVELOPER</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>03 / 05 / XX</td> <td>\$ 425</td> <td>CUSTOM SOFTWARE</td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> </tbody> </table> <p>▶ NAME OF SOURCE (Not an Acronym) ERNST & YOUNG ADDRESS (Business Address Acceptable) 8565 MADISON AVE, SACRAMENTO, CA BUSINESS ACTIVITY, IF ANY, OF SOURCE ACCOUNTING FIRM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> </thead> <tbody> <tr> <td>07 / 15 / XX</td> <td>\$ 300</td> <td>COSTCO GIFT CARD</td> </tr> <tr> <td>12 / 24 / XX</td> <td>\$ 150</td> <td>DINNER</td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> <tr> <td> </td> <td>\$</td> <td> </td> </tr> </tbody> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	03 / 05 / XX	\$ 425	CUSTOM SOFTWARE		\$			\$		DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	07 / 15 / XX	\$ 300	COSTCO GIFT CARD	12 / 24 / XX	\$ 150	DINNER		\$			\$	
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12 / 24 / XX	\$ 150	DINNER																																																					
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	\$																																																						

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Schedule E – Gifts, Travel Payments, Advances, and Reimbursements

- You are NOT required to report travel payments from government agencies if you have provided services of equal or greater value than the payment
- You are NOT required to disclose travel payments received from your employer in the normal course of your employment
- You ARE required to report travel payments that are gifts – if you did not provide services equal to or greater in value than payments received
- When reporting travel payments as income, you have the burden of proving income and describing services



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Use this form to report travel payments.

Again, list the contact information for the source of the payment, as well as information about business activity and the nature of your participation.

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

CALIFORNIA FORM 700
FARM POLICY PLANETARY COMMISSION
Name:
PAT CLARK

• Mark either the gift or income box.
• Mark the "501(c)(3)" box for a travel payment received from a nonprofit 501(c)(3) organization or the "Speech" box if you made a speech or participated in a panel. These payments are not subject to the gift limit, but may result in a disqualifying conflict of interest.
• For gifts of travel, provide the travel destination.

<p>NAME OF SOURCE (Not an Anonymous)</p> <p>ELION HEALTHCARE SERVICES</p> <p>ADDRESS (Business Address Acceptable)</p> <p>2330 PADRE MISSION WAY</p> <p>CITY AND STATE</p> <p>SAN DIEGO, CA</p> <p><input type="checkbox"/> 501(c)(3) - DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p><input type="checkbox"/> Medical cost containment</p> <p>DATE(S) 10/1/XX - 10/3/XX AMT. 380.00</p> <p>MUST CHECK ONE: <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Income</p> <p><input type="checkbox"/> Made a Speech/Participated in a Panel</p> <p><input checked="" type="checkbox"/> Other - Provide Description hotel, gas and parking for conference</p> <p>If Gift, Provide Travel Destination: San Francisco, CA</p>	<p>NAME OF SOURCE (Not an Anonymous)</p> <p>APGAR HEALTH PROVIDER</p> <p>ADDRESS (Business Address Acceptable)</p> <p>324 BROAD CANAL STREET</p> <p>CITY AND STATE</p> <p>NEW YORK, NY</p> <p><input type="checkbox"/> 501(c)(3) - DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p><input type="checkbox"/> Managed care consortium</p> <p>DATE(S) 4/16/XX - 4/17/XX AMT. 900.00</p> <p>MUST CHECK ONE: <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Income</p> <p><input checked="" type="checkbox"/> Made a Speech/Participated in a Panel</p> <p><input type="checkbox"/> Other - Provide Description</p> <p>If Gift, Provide Travel Destination: New York, NY</p>
<p>NAME OF SOURCE (Not an Anonymous)</p> <p>SoCal REAL ESTATE BOARD</p> <p>ADDRESS (Business Address Acceptable)</p> <p>99178 LEHOLLYWOOD BLVD.</p> <p>CITY AND STATE</p> <p>LOS ANGELES, CA</p> <p><input type="checkbox"/> 501(c)(3) - DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p><input type="checkbox"/> Association of real estate brokers and agents</p> <p>DATE(S) 1/1/XX - 1/1/XX AMT. 620.00</p> <p>MUST CHECK ONE: <input type="checkbox"/> Gift <input checked="" type="checkbox"/> Income</p> <p><input type="checkbox"/> Made a Speech/Participated in a Panel</p> <p><input checked="" type="checkbox"/> Other - Provide Description Reimbursement for Travel to board meeting</p> <p>If Gift, Provide Travel Destination:</p>	<p>NAME OF SOURCE (Not an Anonymous)</p> <p>Western States Health Foundation</p> <p>ADDRESS (Business Address Acceptable)</p> <p>1102 Vabanque Circle</p> <p>CITY AND STATE</p> <p>Las Vegas, NV</p> <p><input type="checkbox"/> 501(c)(3) - DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p><input type="checkbox"/> Managed care consortium</p> <p>DATE(S) 3/23/XX - 3/24/XX AMT. 525.00</p> <p>MUST CHECK ONE: <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Income</p> <p><input checked="" type="checkbox"/> Made a Speech/Participated in a Panel</p> <p><input type="checkbox"/> Other - Provide Description</p> <p>If Gift, Provide Travel Destination: Las Vegas for Foundation's annual conference</p>

Comments:

Clear Page Print

FPIC Form 700 (2016/2017) Sub. E
FPIC Admin Email: info@fpic.ca.gov
FPIC Toll-Free Helpline: 866/275-3772 www.fpic.ca.gov

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OTHER RESOURCES

• www.chartercenter.org

- 📁 Board Governance Policies
 - L 📄 1. [Board Duties and Responsibilities: Delegation of Power](#) 🔒
 - L 📄 2. [Annual Organizational Meeting](#) 🔒
 - L 📄 3. [Procedure for Policy Adoption](#) 🔒
 - L 📄 4. [Code of Ethics for Board Members](#) 🔒
 - L 📄 5. [School Board Meetings - Brown Act Compliance](#) 🔒
 - L 📄 6. [Board Operations](#) 🔒
 - L 📄 7A. [Conflict of Interest Code](#) 🔒
 - L 📄 7B. [Conflicts of Interest Policy](#) 🔒
 - L 📄 8. [Acceptance of Gifts](#) 🔒
 - L 📄 9. [Dissolution of the School](#) 🔒
 - L 📄 10. [Public Records Requests](#) 🔒



CHARTER SCHOOLS
DEVELOPMENT CENTER

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Questions/Advice

Call 916-322-5660 or 866-275-3772 (866-ASK-FPPC)

They are available Monday - Thursday, 9-11:30 a.m.

E-mail: advice@fppc.ca.gov

E-Filing Problems

Your agency's system: Contact your filing officer

FPPC's system: E-mail form700@fppc.ca.gov



CHARTER SCHOOLS
DEVELOPMENT CENTER

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Coversheet

Update - Federal Monitoring Program (FPM)

Section:	III. Discussion and Approval Items
Item:	S. Update - Federal Monitoring Program (FPM)
Purpose:	Discuss
Submitted by:	
Related Material:	FPM Overview - April Board Update.pdf

Federal Program Monitoring Update

Lighthouse Community Charter School (K-8) participated in the CDE Federal Program Monitoring (FPM) review process November 16 - November 18, 2020.

- **To date, the LEA has fully resolved 8 of 15 FPM findings, as follows:**
 - Compensatory Education (CE) - No further action is required; all findings resolved (2 findings)
 - Expanded Learning Programs (EXLP) - No further action is required; all findings resolved (2 findings)
 - English Learner (EL) - 4 findings resolved
- **17 Evidence requests remain** (*Down from 48 evidence requests*)
- **English Learner (EL)** - 7 findings remain
- Submission deadline is **May 14, 2021**

Coversheet

Update - Local Control Accountability Plan for 2021-2024

Section:	III. Discussion and Approval Items
Item:	T. Update - Local Control Accountability Plan for 2021-2024
Purpose:	Discuss
Submitted by:	
Related Material:	LCAP Update - Board.pdf

Local Control and Accountability Plan (LCAP) Update

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

LCAP products due July 1:

- **LCAP Annual Update**
 - Report on 2019-20 LCAP
 - Report on 2020-21 Learning Continuity and Attendance Plan
- **LCAP**
 - Plan Summary
 - Goals and Actions
 - Stakeholder Engagement
 - Increased of Improved Services for Foster Youth, English Learners, and Low-Income Students
- **LCAP Expenditure Tables**
- **LCAP Budget Overview for Parents - Excel doc**
- **LCAP Federal Addendum (*Stays on file*)**

Local Control and Accountability Plan (LCAP) Update

New in LCAP:

- **Template updates intended to make the more process more efficient and transparent***
- **“Annual update” structure is transitioning to *Goals Analysis***
- **For schools with more than 30 English Learner students: new requirements to create actions:**
 - Language acquisition
 - Professional development
- **New requirement in Increased/Improved section**
 - For actions continued from previous LCAP
 - Must show evidence of effectiveness or implementation
- **Must present local indicator data to governing board in conjunction with LCAP approval (*as a non-consent item*)**

**We are using Document Tracking Services (DTS) to manage LCAP template tracking for each LEA.*

Local Control and Accountability Plan (LCAP) Update

LCAP Approval Criteria:

- **Adhere to template and follow instructions**
- **Adopted budget includes expenditures sufficient to implement the actions in the LCAP**
- **Accountable for LCFF Supplemental and Concentration funds**
 - Provides evidence in LCAP that these funds shall be used to support “high needs” pupils
 - With proportionally increased or improved services

LCAP Timeline:

- **April - May**
 - Stakeholder feedback (via ongoing Staff Focus Groups, Parent/Community Coffee Chats)
- **May - June**
 - Board hearing/Board vote (***Requires 2 separate meetings***)
- **July 1**
 - Submission of LCAPs