



Lighthouse Community Charter Public Schools

LCPS Board of Directors - Board Retreat and Regular Meeting (August 3rd, 2021)

Amended on August 3, 2021 at 12:53 PM PDT

Date and Time

Tuesday August 3, 2021 at 4:00 PM PDT

Location

LIGHTHOUSE CAMPUS

444 Hegenberger Road, Oakland, CA 9462

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 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		Robbie Torney	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	Kimi Kean	5 m
• Governance - Committee report from July 28, 2021 meeting			
II. Regular Consent Items			4:23 PM
A. Approve Minutes: June 9, 2020	Approve Minutes	Rich Harrison	2 m
B. Financial Statement Packet	Vote	Rich Harrison	

	Purpose	Presenter	Time
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. Consent Agenda Items (Updated Policies) 4:25 PM

A. LCPS 2021-22 School Calendar	Vote	Rich Harrison	1 m
Recommendation: CEO recommends approval of the LCPS 2021-22 School Calendar			

B. LCPS 2021-22 Board Meeting Calendar	Vote	Rich Harrison	1 m
Recommendation: CEO recommends approval of the 2021-22 Board Calendar posted on Board on Track.			

The LCPS Board of Directors will meet on the following dates:

- August Board Retreat and Regular Meeting: Tuesday, August 3rd, from 4pm to 8pm at Lighthouse Campus.
- October Board Regular Meeting: Wednesday, October 6th, from 6pm to 8pm at Lodestar Campus
- December Board Regular Meeting: Wednesday, December 1st, from 6pm to 8pm at Lighthouse Campus.
- February Board Regular Meeting: Wednesday February 2nd, from 6pm to 8pm at Lodestar Campus
- April Board Regular Meeting: Wednesday, April 13th, from 6pm to 8pm at Lighthouse Campus (Note: this is the 2nd week of April, as the first week is LCPS spring break)
- June Board Regular Meeting: Wednesday, June 8th, from 6pm to 8pm at Lodestar Campus (Note: this is the 2nd week of June, as we will have our LCAP, yearly budget vote at this time)

C. LCPS Uniform Complaint Procedures Policy	Vote	Rich Harrison	1 m
Recommendation: CEO recommends approval of the LCSP Uniform Complaint Policy. The updated policy names Robbie Torney, LCPS Chief of Staff, as the organization's ombudsperson. This policy will also be included in the Student Handbook.			

D. LCPS Short Term Independent Study Policy	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of the updated LCPS Short Term Independent Study Policy; The policy has been updated to reflect alignment to Ed Code.			

E. LCPS Fiscal Policy and Procedures	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of the LCPS Fiscal Policy and Procedures. The policy has been updated to reflect a revised approval matrix as well as changes for accounting guidelines alignment.			

F. LCPS Grading Policy	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of the LCPS Grading Policy.			

IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year 4:31 PM

A. Contract Approval: LCPS and Seneca Family of Services	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends contract approval between LCPS and the Seneca Family of Services for support of our special education and student services.			

	Purpose	Presenter	Time
B. Contract Approval: LCPS and Instruction Partners	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of the contract agreement between LCPS and Instruction Partners for the Option 3 / Deep Support for the 2021-22 school year. This partnership is funded by a grant from the Silicon Schools Fund.			
C. Contract Approval: LCPS and Altitude Learning	Vote	Rich Harrison	1 m
D. Contract Approval: LCPS and EL Education	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of LCPS's continued work with EL Education.			
E. Contract Approval: LCPS and ANET			1 m
Recommendation: The CEO recommends approval of the LCPS and ANET agreement. ANET will provide services around our interim assessments in Math and ELA from grades 2 to 11, as well as support around data driven instructional practices and performance management.			
F. Contract Approval: LCPS and Lunchmasters	Vote	Rich Harrison	1 m
Recommendation: The CEO recommends approval of the agreement between LCPS and Lunchmasters, our NSLP provider for breakfast, lunches, and snacks for the 2021-22 school year.			
G. Contract Approval: Sujatha Ranganathan and LCPS			1 m
Recommendation: The CEO seeks approval to extend the terms of the contract agreement between LCPS and Sujatha Ranganathan (contractor) through the 2021-22 school year. This contract addresses the need for student information systems support, state compliance reporting, and data analytics.			

V. Discussion and Approval Items: Policies for the 2021-22 School Year **4:38 PM**

A. LCPS COVID Independent Study Policy for 2021-22	Vote	Robbie Torney	5 m
Recommendation: CEO recommends approval of the LCPS COVID Independent Study Policy in alignment to guidelines outlined in AB 130.			
B. LCPS Graduation Policy	Vote	Rich Harrison	5 m
Recommendation: The CEO recommends approval of the LCPS Graduation Policy. The policy has been edited to align to AB 140, which requires the adoption of a policy regarding the following:			
<ul style="list-style-type: none"> • Retention for students who in the 2020-21 academic year received deficient grades (to include a mandatory consultation meeting with parents/guardians). • For students enrolled in high school in 2020-21, it allows parents to request grade changes for the 2020-21 school year to Pass or No Pass on their transcript and requires website posting and notice about the right to request a grade change. • Requires charter schools to exempt students who in 2020-21 were in their 3rd or 4th year of high school who are not on track to graduate within four years from coursework or other requirements adopted by the charter school that goes beyond the state minimum graduation requirements; • Requires charter schools to provide students in the 11th and 12th grade in the 2020-21 school year the opportunity to complete the minimum graduation requirements, which may include a 5th year of instruction. 			
C. Resolution: LCPS Re-Opening Resolution for CEO	Vote	Rich Harrison	5 m
Recommendation: The Governance Committee has discussed and recommended approval of the LCPS Re-Opening Resolution, which directs the CEO and Board Chair to make decisions in response to COVID aligned to local, state, and federal government guidance.			
D. LCPS Gender Inclusivity and Non-Discrimination Policy	Vote	Robbie Torney	2 m

	Purpose	Presenter	Time
Recommendation: CEO recommends approval of the LCPS Gender Inclusivity and Non-Discrimination Policy. This policy will also be a part of the LCPS Student Handbook.			

E. LCPS Limitation of Restraint and Seclusion of Students Policy	Vote	Robbie Torney	2 m
Recommendation: The CEO recommends approval of the LCPS Limitation of Restraint and Seclusion of Students Policy.			

F. LCPS Title IX and Harassment, Intimidation, and Bullying Policy	Vote	Robbie Torney	2 m
Recommendation: The CEO recommends approval of the LCPS Title IX and Harassment, Intimidation, and Bullying Policy			

G. LCPS Education of Homeless ("Unsheltered") Children and Youth Policy	Vote	Robbie Torney	2 m
Recommendation: The CEO recommends approval of the LCPS Education of Homeless ("Unsheltered") Children and Youth Policy			

H. LCPS Education of Foster and Mobile Youth Policy	Vote	Robbie Torney	2 m
Recommendation: CEO recommends approval of the LCPS Education of Foster and Mobile Youth Policy			

I. LCPS 2021-22 Student Handbook	Vote	Robbie Torney	2 m
Recommendation: The CEO recommends approval of the 2021-22 LCSP Student Handbook. There was an extensive legal team review in May, and includes the following policies:			

- LCPS Uniform Complaint Policy
- LCPS Policy for Gender Inclusivity and Gender Non-Discrimination Policy
- LCPS Limitation of Restraint and Seclusion of Students Policy
- LCPS Title IX and Harassment, Intimidation, and Bullying Policy
- LCPS COVID Independent Study Policy
- LCPS Short Term Independent Study Policy
- LCPS Professional Boundaries: Staff/Student Interaction Policy

Minor Edits were made to the following policies per Legal Review:

- Attendance Policy
- G-Suite for Education Policy
- Section 504 Policy
- Suspension and Expulsion Policy
- Volunteer Policy
- Youth Suicide Prevention Policy

J. LCPS 2021-22 Staff Handbook	Vote	Anna Martin	5 m
Redline here: https://docs.google.com/document/d/1OLhLY9UMjp5EyKyxmDDe2qV6xkkY2Krv/edit			

K. LCPS Safe Return to In-Person Instruction Policy	Vote	Rich Harrison	2 m
L. LCPS Declaration of Need - Lodestar K-10	Vote	Rich Harrison	2 m

Recommendation: The CEO recommends approval of the LCPS Declaration of Need for Lodestar, an annual process that allows LCPS to apply for emergency teaching credentials and permits through the Commission on Teacher Credentialing.

M. LCPS Declaration of Need - Lighthouse K-8	Vote	Rich Harrison	2 m
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Recommendation: The CEO recommends approval of the LCPS Declaration of Need for Lighthouse K-8, an annual process that allows LCPS to apply for emergency teaching credentials and permits through the Commission on Teacher Credentialing.

	Purpose	Presenter	Time
N. Declaration of Need- Lighthouse Charter School (9-12)	Vote	Rich Harrison	2 m
Recommendation: The CEO recommends approval of the LCPS Declaration of Need for Lighthouse 9-12, an annual process that allows LCPS to apply for emergency teaching credentials and permits through the Commission on Teacher Credentialing.			

O. Contract Approval: LCPS and HMM (English 3D for HS Designated ELD)	Vote	Rich Harrison	2 m
Recommendation: The CEO recommends approval of the purchase of English 3D from HMM for LCPS High School designated ELD instruction.			

VI. Board Retreat - Dinner and Discussion 5:20 PM

A. Panel Discussion: The Future of Oakland Schools	60 m
Panel Members	

- Dr. Clif Thompson (OUSD District 7 Board Member)
- Tunisia Adams (Lodestar parent; FIA Parent Organizer)
- Sonali Muraka (Executive Director, OUSD - Enrollment and Charter Schools)
- Dirk Tillotson (Executive Director, Great School Choices)

Panel Questions and Discussion:

- What role should Oakland charter schools play post pandemic?
- How should charter school boards engage and respond to Oakland's current political climate?
- What are the opportunities for Oakland charter schools as we come out of the pandemic?
- Given the two year extension of charter renewals, how should charter school leadership and boards plan for future renewals?

Board Debrief

- What are your take-aways from today's discussion?

B. Dinner	30 m
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VII. Board Retreat - Our Assessment, Strategic Plan, and Commitments 6:50 PM

A. LCPS Strategic Priorities 2021-24	Discuss	Rich Harrison	20 m
B. CEO's "Big 4" - summary focus aligned to the LCPS strategic plan	Discuss	Rich Harrison	20 m
C. Board Member Job Description / 2021-22 Agreements and Commitments	Discuss	Kimi Kean	20 m

VIII. Closing Items 7:50 PM

A. Adjourn Meeting	Vote	Kimi Kean	5 m
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Cover Sheet

Approve Minutes: June 9, 2020

Section: II. Regular Consent Items
Item: A. Approve Minutes: June 9, 2020
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for LCPS Board of Directors Special Meeting on June 18, 2021

APPROVED



Lighthouse Community Charter Public Schools

Minutes

LCPS Board of Directors Special Meeting

Date and Time

Friday June 18, 2021 at 2:00 PM

Location

Zoom Meeting

<https://us02web.zoom.us/j/84322605337?pwd=QWM1RHB3aFhacGZKTmt2d1NTVmVNQT09>

Meeting ID: 843 2260 5337

Directors Present

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

Directors Absent

None

Guests Present

R. Harrison

I. Opening Items

- A. Call the Meeting to Order**

- B. Land Acknowledgement**

- C. Record Attendance**

- D. Open Forum and Introductions**

II. Closed Session

A. Public Employee: Discipline/Dismissal/Release

Memorandum to be shared with CEO

B. Public Employee - Executive Compensation

W. Delker made a motion to to increase CEO compensation per Budget COLA.

E. Figueroa seconded the motion.

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

Roll Call

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

III. Closing Items

A. Report out from Closed Session

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:45 PM.

Respectfully Submitted,
K. Kean

Cover Sheet

Financial Statement Packet

Section:	II. Regular Consent Items
Item:	B. Financial Statement Packet
Purpose:	Vote
Submitted by:	
Related Material:	May 1 - June 30, 2021 Check Register.pdf

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
				-
5/7/2021	73483	GROUPE APRO Inc. (dba GMD Linguistics)	Translation for SPED	7,193.22
5/7/2021	73488	Perla Lizeth Trejo Bravo (Parent)	COVID-19 Relief Fund Gift	1,000.00
5/7/2021	73491	Saiwa Almakrai (Parent)	COVID-19 Relief Fund Gift	1,000.00
5/7/2021	73489	Quality First Services, Inc	Custodial service	595.00
5/7/2021	73481	CliftonLarsonAllen LLP	Service fee	2,135.44
5/7/2021	73486	Maritza Aiello (1099)	Translation	67.50
5/7/2021	73484	Hibser Yamauchi Architects Inc	Services Rendered through April 30, 2021	4,103.75
5/7/2021	73482	Department of Treasury Internal Revenue Service	94-3370410, CVPN MFT13 - 2016	14,940.75
5/7/2021	73487	Maxim Healthcare Staffing Services, Inc.	Staffing services	8,616.50
5/7/2021	73485	Jennifer Huff (1099)	Consultations	9,999.98
5/7/2021	73490	RTW Sciences, LLC/Mobile Capital Group, Inc	CRL Rapid Response Virus Test Kits	53,887.00
5/7/2021	73492	Department of Treasury Internal Revenue Service	94-3370410, CVPN MFT13 - 2017	12,222.78
5/7/2021	73493	Department of Treasury Internal Revenue Service	94-3370410, Form 945 - 2017	1,440.13
5/7/2021	73494	Department of Treasury Internal Revenue Service	94-3370410, CVPN MFT13 - 2017	12,222.78
5/7/2021	73495	Department of Treasury Internal Revenue Service	94-3370410, Form 945 - 2017	1,440.13
5/14/2021	73507	GROUPE APRO Inc. (dba GMD Linguistics)	SPED Translation services	4,113.54
5/14/2021	73513	OverDrive Inc	A Spy Called James	57.42
5/14/2021	73510	Lara Kelly (ee)	Classroom supplies	57.89
5/14/2021	73512	Lopez, Ernesto (1099)	50% Deposit required for Drywall/patch work to HS building).	9,414.00
5/14/2021	73514	Reach Institute for School Leadership	Lodestar Domonique inv.	1,825.00
5/14/2021	73502	Aubrey Patrick (EE)	Classroom supplies	142.22
5/14/2021	73516	Torres, Jacobo (1099)	Landscaping at Lodestar	4,000.00
5/14/2021	73506	Crosslink Network	Customized Internet Service (05/10/2021 - 06/10/2021)	1,637.01
5/14/2021	73509	Jostens	Graduation outfit	2,027.68
5/14/2021	73499	ADP, LLC	ADP Electronic I-9 Services	100.00
5/14/2021	73511	Law Offices of Young, Minney & Corr, LLP	Legal fees	2,445.30
5/14/2021	73505	Clare Computer Solutions	Service call	1,850.00
5/14/2021	73504	Charter Schools Development Center	1 Year membership	3,907.00
5/14/2021	73515	T Mobile	Act#970801535	5,856.60
5/14/2021	73496	InsightOUT Intelligence, LLC	Service fee	5,424.00
5/14/2021	73497	Abiezer Valdivia Daza (1099)	Work completed at Lodestar INV164	9,540.00
5/14/2021	73517	Vista higher learning	P.O.2020-0065	239.77
5/14/2021	73498	Abiezer Valdivia Daza (1099)	Work completed at Lodestar INV164	1,150.00
5/14/2021	73500	Altitude Learning	Custom Service Requests - Dashboards	8,500.00
5/14/2021	73508	HopSkipDrive, Inc.	SPED transportation	1,163.14
5/14/2021	73501	AMS.NET (Inc)	Lighthouse Community Charter School- E-Rate 24 Heggenburger V2	12,559.33

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
5/14/2021	73503	Carbon Lighthouse, Inc.,	Energy Services Year 2 Monthly	3,700.00
5/21/2021	73523	Crutcher, David F Attorney at Law (1099-7)	Administrative	2,180.50
5/21/2021	73536	Maris Stella Ostrewich (1099)	Translation service	200.00
5/21/2021	73529	Imelda Rodriguez (EE)	Classroom supplies	137.50
5/21/2021	73530	Jai David Valentine (Reimb)	Classroom reimbursement	63.98
5/21/2021	73543	Romero, Julio (1099-7)	Sanded and repainted all doors in the Mezzanine	5,000.00
5/21/2021	73531	Jaime Molina (1099)	Labor and paint:	3,516.75
5/21/2021	73542	Rodriguez, Mario (ee)	Alder reimbursement	2,000.00
5/21/2021	73524	Cuevas, Leova (ee)	School supplies for students	210.43
5/21/2021	73547	Talia Gonzales (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73545	Samuel Carter (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73535	Josefina Belloso (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73528	Gabriela Gonzales (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73549	Yesenia Sanchez (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73534	Jessica Berdak (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73537	Martha Carter (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73518	Alfredo Ramirez Ramos (1099)	Alder resident Stipend	1,818.18
5/21/2021	73532	Janeth Castruita (1099)	Alder resident stipend	1,818.18
5/21/2021	73541	Orkin Pest Control (T-27468538) Lighthouse	PC Standard - Monthly - PC Standard	161.55
5/21/2021	73539	Nicole Rodriguez (1099)	Alder Resident Stipend	1,818.18
5/21/2021	73538	Mundo Pato Inc.	2020-0053	350.00
5/21/2021	73526	Envision Education	Q3 pro-rata share of joint expenses for Alder Residency - Jan - Mar 2021	5,157.96
5/21/2021	73519	Asset Panda, LLC	Asset Tracking	484.44
5/21/2021	73521	Catch & Shoot Sports LLC	Lodestar sports order	1,433.00
5/21/2021	73525	Document Tracking Services	Document tracking services	795.00
5/21/2021	73548	The Speech Pathology Group (SPG)	Speech services	50.00
5/21/2021	73527	Envoy Studios INC	Zendesk Consulting	8,000.00
5/21/2021	73546	Swing Education Inc	Substitute Services	14,360.00
5/21/2021	73540	Open Up Resources	PO #: 2020-0074	6,450.00
5/21/2021	73522	Cogent Solutions & Supplies	Custodial supplies	17.83
5/21/2021	73533	jc green plumbing inc	Estimate deposit for Lighthouse	27,400.00
5/21/2021	73520	Carbon Lighthouse, Inc.,	Energy Services	3,700.00
5/21/2021	73544	RTW Sciences, LLC/Mobile Capital Group, Inc	CRL Rapid Response Virus Test Kits	53,887.00
5/28/2021	73550	Beretta Investment Group	433 ST 201/202 Rent	4,545.00
5/28/2021	73562	PCSD 701 105th Ave LLC	Lodestar Rent	89,176.68
5/28/2021	73553	Katharine Reeves (EE)	Classroom supplies	1,100.76
5/28/2021	73551	Elaine Peterson (EE)	Student culture event	246.54

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
5/28/2021	73556	Maricruz Martinez (ee)	CLassroom material	70.93
5/28/2021	73564	Sujatha Ranganathan (1099)	Tech support	7,750.00
5/28/2021	73568	Zeal, Kayla (1099)	Consultant fee	5,088.88
5/28/2021	73561	ORKIN LLC (32343578 Lodestar)	Monthly - PC Standard	260.00
5/28/2021	73558	MVP Sports & Recreation Inc	2020-0075	2,776.68
5/28/2021	73557	Maxim Healthcare Staffing Services, Inc.	Staffing services	4,000.00
5/28/2021	73555	Managed Health Network	EAP5	539.00
5/28/2021	73567	Wells Fargo Financial Leasing, Inc - RICOH USA Program	Lodestar copier	1,966.51
5/28/2021	73559	NCS Pearson Inc	order 43628421	2,034.39
5/28/2021	73563	Staples Advantage	classroom supplies	324.31
5/28/2021	73552	IT Savvy LLC	2020-0077	226,972.87
5/28/2021	73565	Swing Education Inc	Substitute Services	15,360.00
5/28/2021	73560	Open Up Resources	INV-12412	2,249.00
5/28/2021	73554	Light Keepers LLC	Rent for 444 Hegenberger Facility	58,000.00
5/28/2021	73566	The CLM Group Inc	Mealtime	1,791.00
6/4/2021	73569	Acme Fire Extinguisher Co, Inc	Service call	27.55
6/4/2021	73570	AMS.NET (Inc)	Lighthouse Community Charter School- E-Rate 24 Lobestar V2	23,128.42
6/4/2021	73574	GROUPE APRO Inc. (dba GMD Linguistics)	interpretation	2,033.22
6/4/2021	73582	Maris Stella Ostrewich (1099)	Translation	400.00
6/4/2021	73576	Jai David Valentine (Reimb)	Dean event	90.00
6/4/2021	73588	Sood, Devika (ee)	Summer school text	939.68
6/4/2021	73571	Buten R. Maya (EE)	Summer school supplies	272.51
6/4/2021	73575	Horton Lauren (ee)	Dean event	698.28
6/4/2021	73586	Quality First Services, Inc	Custodial services	595.00
6/4/2021	73580	Leaving The Village LLC	Full Series (3 Sessions + 3 Free Resources)	270.00
6/4/2021	73572	CliftonLarsonAllen LLP	Preparation of fed. & Ca. Forms 990 and 199 for the year ended June 30, 2021	1,995.00
6/4/2021	73584	ParentLocker, Inc	ParentLocker Covid-19 Health Screening App	5,999.00
6/4/2021	73573	George Olmos Securities	Replacement of HySecurity Advance Drive Wheel Kit 6"	594.00
6/4/2021	73579	Kone Inc.	maintenance	260.01
6/4/2021	73590	T Mobile	Acct. 970801535	5,856.60
6/4/2021	73583	Maxim Healthcare Staffing Services, Inc.	Staffing services	13,275.00
6/4/2021	73578	Jennifer Huff (1099)	Consultation	9,999.98
6/4/2021	73577	Jaime Molina (1099)	Bal painting work at Lodestar	3,516.75
6/4/2021	73581	Lopez, Ernesto (1099)	50% balance Drywall/patch work to HS building).	9,414.00
6/4/2021	73585	Paw Prints	Lodestar apparel	1,200.00
6/4/2021	73587	Seneca Center	SPED services	146,608.20
6/4/2021	73589	Staples Advantage	Office supplies	113.24

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
6/11/2021	73617	Wells Fargo Financial Leasing, Inc - RICOH USA Program	Shared service copier	244.72
6/11/2021	73595	Cogent Solutions & Supplies	Custodial supplies	987.25
6/11/2021	73602	Girls Scouts of Northern California	For Lighthouse Community Charter School	1,000.00
6/11/2021	73613	Romero, Julio (1099-7)	Lighthouses break in repair	1,600.00
6/11/2021	73601	Fee, Karen (reimb)	Graduation food	401.20
6/11/2021	73603	Golden State Awards	Lighthouse community charter school	660.97
6/11/2021	73597	Crosslink Network	Internet Service (06/10/2021 - 07/10/2021)	1,637.01
6/11/2021	73606	Jostens	Diploma printing	13.66
6/11/2021	73612	PCSD 701 105th Ave LLC	Reimbursement expenses - EBMUD	413.10
6/11/2021	73599	Eggli Landscape Contractors	Repair stuck valve	339.00
6/11/2021	73615	Torres, Jacobo (1099)	Lodestar landscaping May	7,200.00
6/11/2021	73593	Allied Fire Protection	Lighthouse service call	378.00
6/11/2021	73607	L&D Printing Inc.	Job #39547	544.07
6/11/2021	73604	Hibser Yamauchi Architects Inc	Library update	9,983.75
6/11/2021	73616	University of Wisconsin-Madison AP Summer Institute	Summer Ap institute-Mario Rodriguez	675.00
6/11/2021	73609	Maxim Healthcare Staffing Services, Inc.	Staffing service	11,900.00
6/11/2021	73592	Alameda County Dep. Of Environmental Health	Account #AR0326098	834.00
6/11/2021	73605	InsightOUT Intelligence, LLC	Service charge	4,800.00
6/11/2021	73591	Abiezer Valdivia Daza (1099)	Electrical work at Lighthouse	1,810.00
6/11/2021	73600	Evan Blaser Photography (1099)	Graduation portraits	2,325.00
6/11/2021	73594	Charles Schwab Bank	billing period 1/1/21-3/31/21	1,069.92
6/11/2021	73610	Melissa Jones (ee)	Lost check	7,105.11
6/11/2021	73598	Department Of Justice (DOJ)	Fingerprinting	290.00
6/11/2021	73608	Law Offices of Young, Minney & Corr, LLP	Legal fees	4,945.22
6/11/2021	73596	CollegeBoard (AP Program)	AP- 137003704	1,948.00
6/11/2021	73611	Nob Hill Catering, Inc.	NSLP	13,860.00
6/11/2021	73614	Tableau Software Inc	License renewal for 2021-2022	2,930.00
6/16/2021	73634	Martha Carter (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73633	Language People Inc.	Translation	985.00
6/16/2021	73626	Erin Wesseldine (EE)	Summer school	36.27
6/16/2021	73632	Kidane Aron (ee)	Training	98.00
6/16/2021	73637	Philhower, David (ee)	Classroom supplies	207.42
6/16/2021	73636	Nicole Rodriguez (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73620	Alfredo Ramirez Ramos (1099)	Alder resident Stipend	1,818.18
6/16/2021	73641	Talia Gonzales (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73639	Samuel Carter (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73627	Gabriela Gonzales (1099)	Alder Resident Stipend	1,818.18

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
6/16/2021	73629	Jessica Berdak (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73642	Yesenia Sanchez (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73628	Janeth Castruita (1099)		1,818.18
6/16/2021	73635	Martha Carter (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73631	Josefina Belloso (1099)	Alder Resident Stipend	1,818.18
6/16/2021	73638	PS Print	Graduation window clings	55.15
6/16/2021	73618	ADP, LLC	ADP Electronic I-9 Services	100.00
6/16/2021	73630	Johnson Control	Service call	796.00
6/16/2021	73624	Carbon Lighthouse, Inc.,	Energy Services	3,700.00
6/16/2021	73619	Aeries SIS	Aeries Communications	17,060.00
6/16/2021	73622	AMS.NET (Inc)	Lighthouse Community Charter School- E-Rate 24 Lobestar V2	335.00
6/16/2021	73621	Altitude Learning	Custom Taxonomy Updates	2,730.00
6/16/2021	73640	Swing Education Inc	Substitute Services	12,607.50
6/16/2021	73625	CPM Educational Program	2020-0088	1,175.00
6/16/2021	73623	ASANA	Accounts update	205.83
6/25/2021	73667	Seneca Center	48-NATHTRY Tuition	23,763.00
6/25/2021	73657	Lamar Media Corp	100-AC Transit ad	5,192.50
6/25/2021	73653	Cogent Solutions & Supplies	custodial supplies	1,224.32
6/25/2021	73654	ConnectEd: The California Center for College and Career	Contract covering April 2019 to June 2019	4,500.00
6/25/2021	73649	BoardOnTrack, Inc.	Membership for the term 07/01/2021 -06/30/2023	6,000.00
6/25/2021	73650	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73668	Sood, Devika (ee)	CLassroom reimbursement	118.23
6/25/2021	73651	Camargo, Amua (ee)	postage and office supplies	288.66
6/25/2021	73660	Moon, Dennise (ee)	Testing and assessment	210.62
6/25/2021	73670	Summer Johnson (ee)	PD	100.00
6/25/2021	73648	Beretta Investment Group	433 ST 201/202 Rent	4,545.00
6/25/2021	73655	Fee, Karen (reimb)	Photocopy	40.58
6/25/2021	73647	Aldrette, Arlene (ee)	student water	23.96
6/25/2021	73656	Jazmine Cervantes (ee)	Cleaning supplies	125.00
6/25/2021	73666	Rivers, Ervin (parent stipend)	Locks for Loadstar	41.53
6/25/2021	73663	Orkin Pest Control (T-27468538) Lighthouse	PC Standard - Monthly	161.55
6/25/2021	73662	ORKIN LLC (32343578 Lodestar)	PC Standard - Monthly	260.00
6/25/2021	73669	Staples Advantage	3480037987	222.27
6/25/2021	73673	USI Insurance Services LLC	Bill to LIGHTCOM8-7/1/21-7/1/22	7,500.00
6/25/2021	73664	PCSD 701 105th Ave LLC	Lodestar rent	97,003.70
6/25/2021	73665	PS Print	Postcard-Job Number: 5035022-7109997	119.75
6/25/2021	73643	ADP, LLC	invoice 578082651	100.00

Lighthouse Community Public Schools

May 1, 2021 - June 30, 2021

Check Register

Date	Check Number	Vendor	Description	Amount Paid
6/25/2021	73652	Clare Computer Solutions	Lighthouse upgrade	1,248.75
6/25/2021	73659	Maxim Healthcare Staffing Services, Inc.	Staffing services	6,750.00
6/25/2021	73671	Swing Education Inc	Substitute Services	12,360.00
6/25/2021	73672	The Speech Pathology Group (SPG)	Speech services	100.00
6/25/2021	73645	Alameda County of Education	Registration fees	90.00
6/25/2021	73661	Oakland Unified School District-(oversight fees)	2021 Oversight fees	147,440.00
6/25/2021	73644	Aeries SIS	Aeries Training	1,349.00
6/25/2021	73674	Wright Speciality Insurance (Atlanta, GA) (CND)	Policy period 07/01/2021	18,790.20
6/25/2021	73658	Light Keepers LLC	Rent for 444 Hegenberger Facility	58,000.00
6/25/2021	73646	Alarcon Bohm	Deposit for LCCS contract	31,112.00
6/25/2021	73675	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73676	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73677	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73678	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73679	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73680	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73681	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73682	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73674	Fee, Karen (reimb)	Photocopy	40.58
6/25/2021	73675	Jazmine Cervantes (ee)	Cleaning supplies	125.00
6/25/2021	73683	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73673	California Teaching Commission (CTC)	Credential permit	100.00
6/25/2021	73672	Clare Computer Solutions	Lighthouse upgrade	1,248.75
6/25/2021	73682	Cogent Solutions & Supplies	custodial supplies	1,224.32
6/25/2021	73684	ConnectEd: The California Center for College and Career	Contract covering April 2019 to June 2019	4,500.00
6/25/2021	73685	Jazmine Cervantes (ee)	Cleaning supplies	125.00
6/25/2021	73686	Lamar Media Corp	100-AC Transit ad	5,192.50
6/25/2021	73687	Light Keepers LLC	Rent for 444 Hegenberger Facility	58,000.00
6/25/2021	73688	Maxim Healthcare Staffing Services, Inc.	Staffing services	6,750.00
6/25/2021	73689	Moon, Dennise (ee)	Testing and assessment	210.62
6/25/2021	73690	Oakland Unified School District-(oversight fees)	2021 Oversight fees	147,440.00
6/25/2021	73691	ORKIN LLC (32343578 Lodestar)	PC Standard - Monthly	260.00
6/25/2021	73692	Orkin Pest Control (T-27468538) Lighthouse	PC Standard - Monthly	161.55
6/25/2021	73693	PCSD 701 105th Ave LLC	Lodestar rent	97,003.70
6/25/2021	73694	PS Print	Postcard-Job Number: 5035022-7109997	119.75
6/25/2021	73695	Rivers, Ervin (parent stipend)	Locks for Loadstar	41.53
6/25/2021	73696	Seneca Center	48-ZUNIBRI Tuition	23,763.00

Lighthouse Community Public Schools May 1, 2021 - June 30, 2021 Check Register

Date	Check Number	Vendor	Description	Amount Paid
6/25/2021	73697	Sood, Devika (ee)	CLassroom reimbursement	118.23
6/25/2021	73698	Staples Advantage	3480037987	222.27
6/25/2021	73699	Summer Johnson (ee)	PD	100.00
6/25/2021	73700	Swing Education Inc	Substitute Services	12,360.00
6/30/2021	73701	Alliance Graphics	Staff Tshirts	1,023.13
6/30/2021	73702	Beretta Investment Group	Operating expenses	2,212.64
6/30/2021	73703	Edtec Inc	Service fee	187.50
6/30/2021	73704	Gertrude Agbontaen (ee)	Office supplies-stamp	30.58
6/30/2021	73705	Horton Lauren (ee)	Dean event	698.28
6/30/2021	73706	Managed Health Network	EAPS 5 for LCPS	269.50
6/30/2021	73707	Maxim Healthcare Staffing Services, Inc.	Staffing services	3,750.00
6/30/2021	73708	RTW Sciences, LLC/Mobile Capital Group, Inc	CVOID-19 tests for the month of May 2021	102,624.00
6/30/2021	73709	Seneca Center	LOD-FTE-MAY21	138,089.13
6/30/2021	73710	Staples Advantage	Invoice 3480521098	528.82
6/30/2021	73711	Swing Education Inc	Substitute Services	7,200.00
6/30/2021	73712	Travelers	Policy number 0106175706	1,383.00
Total				2,202,721.72

Cover Sheet

LCPS 2021-22 School Calendar

Section: III. Consent Agenda Items (Updated Policies)
Item: A. LCPS 2021-22 School Calendar
Purpose: Vote
Submitted by:
Related Material: LCPS 21-22 Calendar (Final).pdf

RECOMMENDATION:

CEO recommends approval of the LCPS 2021-22 School Calendar

Lighthouse Community Public Schools

Academic Calendar/Calendario Académico 2021-2022

July/Julio 2021

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August/Agosto

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September/ Septiembre

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October/Octubre

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November/Noviembre

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December/Diciembre

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January/Enero 2022

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February/Febrero

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March/Marzo

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April/Abril

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



May/Mayo

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June/Junio

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

KEY

-  First/Last Day of Classes
Primer Día de Clases
-  Holidays—No school
Vacaciones—No escuela

-  Professional Development—No school
Desarrollo Profesional—No escuela
-  Minimum Day
Días mínimos



●	7/2/21 & 7/5/21	Independence Day Holiday/Día de la Independencia
●	8/2/21 - 8/6/21	Teacher Work Days — No school/Desarrollo Profesional — No hay clases
	8/9/21 - 12/16/21	Semester 1/Semestre 1
★	8/9/21	First Day of Classes for Students/Primer día de clases para estudiantes
●	9/6/21	Labor Day — No school/Día del Trabajo — No hay clases
●	9/17/21	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	10/11/21	Indigenous Peoples' Day — No school/Día de los Pueblos Indígenas — No hay clases
●	10/29/21	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	11/11/21	Veterans' Day Holiday — No school/Día de los Veteranos — No hay clases
●	11/22/21 - 11/26/21	Fall Break — No school/Vacaciones de Otoño— No hay clases
●	12/17/21	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	12/20/21 - 12/31/21	Winter Break — No school/Vacaciones de Invierno — No hay clases
●	1/3/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
	1/4/22 - 5/26/22	Semester 2/Semestre 2
●	1/17/22	Martin L. King, Jr. Day Holiday — No school/Día Festivo de Martin L. King, Jr. — No hay clases
●	2/11/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	2/21/22	President's Day - No school/Día Festivo del Presidente — No hay clases
●	4/1/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	4/4/22- 4/8/22	Spring Break/Vacaciones de Primavera
●	4/11/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
★	5/26/22	Last Day of Classes/Último día del Programa Después de la Escuela
●	5/27/22	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	5/30/22	Memorial Day — No school/ Día de los Caídos— No hay clases
●	6/20/22	Juneteenth (observed)/Juneteenth (observado)

Grading periods/ Periodos de calificaciones		
Semester 1/Semestre 1	8/9/21 - 12/16/21	
Grading Cycle/Ciclo de calificación 6.1	8/9/21 - 9/16/21	28 school days
Grading Cycle/Ciclo de calificación 6.2	9/20/21 - 10/28/21	28 school days
Grading Cycle/Ciclo de calificación 6.3	11/1/21 - 12/16/21	28 school days
Semester 2/Semestre 2	1/4/22 - 5/26/22	
Grading Cycle/Ciclo de calificación 6.4	1/4/22 - 2/10/22	27 school days
Grading Cycle/Ciclo de calificación 6.5	2/14/22 - 3/31/22	33 school days
Grading Cycle/Ciclo de calificación 6.6	4/12/22 - 5/26/22	33 school days

KEY

- ★ First/Last Day of Classes
Primer Día de Clases
- Holidays—No school
Vacaciones—No escuela
- Professional Development
— No school
Desarrollo Profesional
— No escuela
- Minimum Day — Días mínimos

Lighthouse Community Public Schools

Questions? Email info@lighthousecharter.org

Lodestar Campus

701 105th Avenue, Oakland 94603

Robbie Torney, K-5 Principal
Jeff Camarillo, 6-10 Principal

Lighthouse Campus

444 Hegenberger Road, Oakland 9462

Tina Hernandez, K-8 Principal
Kelly Lara, 9-12 Principal



www.lighthousecharter.org



Cover Sheet

LCPS Uniform Complaint Procedures Policy

Section: III. Consent Agenda Items (Updated Policies)
Item: C. LCPS Uniform Complaint Procedures Policy
Purpose: Vote
Submitted by:
Related Material: LCPS Uniform Complaint Procedures Policy 7.27.2021.pdf



LCPS Uniform Complaint Procedures

(Board Adopted: August 22, 2018; amended August 3, 2021)

The Lighthouse Community Charter Public Schools ("Charter School" or "LCPS") complies with applicable federal and state laws and regulations. The charter school is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any charter school program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs; and/or
 - School Safety Plans.

1. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - d. If LCPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, LCPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by LCPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or LCPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
2. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If LCPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

The charter school acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. LCPS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, LCPS will attempt to do so as appropriate. LCPS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the CEO or designee on a case-by-case basis.

Lighthouse Community Charter Public Schools shall ensure that complainants are protected from retaliation.

Compliance officer

The governing board designates the following compliance officer to receive and investigate complaints and to ensure the charter school's compliance with law: Robbie Torney, Chief of Staff, Lighthouse Community Charter Public Schools, 444 Hegenberger Road Oakland, CA 94621.

The Directors shall ensure the compliance officer designated to investigate complaints is knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Directors or designee.

Should a complaint be filed against the Chief of Staff, the compliance officer for that case shall be the Chair of the Board of Directors.

Notifications-

The Charter School shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on LCPS's website.

LCPS shall annually provide written notification of LCPS's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in LCPS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that LCPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that LCPS is operating pursuant to Title 22 licensing requirements.
3. A statement that LCPS is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal LCPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of LCPS's decision, except if LCPS has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals LCPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if LCPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, LCPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of LCPS's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the charter school has violated federal or state laws or regulations numerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of complaint:

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be 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 unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO or designee shall be made in writing. The period for filing may be extended by the CEO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The CEO shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the LCPS Board of Directors approved the LCAP or the annual update was adopted by LCPS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, charter school staff shall assist the complainant in the filing of the complaint.

Step 2: Mediation:

Within five days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with his/her investigation of the complaint. The use of mediation shall not extend the charter school's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of complaint:

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The charter school's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final written decision:

LCPS shall issue an investigation report (the "Decision") based on the evidence. LCPS's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of LCPS's receipt unless the timeframe is extended with the written agreement of the complainant. LCPS's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether LCPS is in compliance with the relevant law.
3. Corrective actions, if LCPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal LCPS's Decision within thirty (30) calendar days to the CDE, except when LCPS has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the charter school's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with LCPS and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. LCPS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, LCPS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in LCPS's Decision are not supported by substantial evidence.
4. The legal conclusion in LCPS's Decision is inconsistent with the law.
5. In a case in which LCPS's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Directors or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the charter school's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to LCPS for resolution as a new complaint. If the CDE notifies LCPS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, LCPS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the charter school when one of the conditions listed in title 5, California code of regulations, section 4650 5 CCR 4650 exists, including cases in which the charter school has not taken action within 60 days of the date the complaint was filed with the charter school.

Civil law remedies

A complainant may pursue available civil law remedies outside of the charter school's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the charter school has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____
Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
Street Address/Apt. #: _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Cell Phone: _____ Work Phone: _____
School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|---|--|---|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act | <input type="checkbox"/> School Plans for School Achievement |
| <input type="checkbox"/> Child Care and Development | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Migrant Education Programs | <input type="checkbox"/> Pupil Fees |
| | | <input type="checkbox"/> Pregnant, Parenting or Lactating Students |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Medical Condition | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Nationality / National Origin | |
| <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Race or Ethnicity | |
| | <input type="checkbox"/> Religion | |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any LCPS personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:
Robbie Torney, Chief of Staff
Lighthouse Community Charter Public Schools
444 Hegenberger Road
Oakland, CA 94621
robbie.torney@lighthousecharter.org

Cover Sheet

LCPS Short Term Independent Study Policy

Section: III. Consent Agenda Items (Updated Policies)
Item: D. LCPS Short Term Independent Study Policy
Purpose: Vote
Submitted by:
Related Material:
21 08 02 DRAFT LCPS Short-Term Independent Study Policy (YMC Clean).docx
8.3.2021.pdf

DRAFT LCPS Short Term Independent Study Policy and Master Agreement 21-22**LCPS Board Policy: Short-term Independent Study Policy**

(Adopted: June 13, 2018; Amended August 3, 2021)

Lighthouse Community Public Schools ("LCPS" or "Charter School") may offer independent study to meet the short-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no student may be required to participate and is designed to teach the knowledge and skills of the core curriculum. LCPS shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. Short-term Independent Study ("STIS") is an alternative educational process that allows a student to remain continuously enrolled in school when the student cannot attend school on a daily basis. The length of STIS may be from five (5) days to **no more** than twenty (20) consecutive school days. Further absences will be addressed in accordance with the Charter School's attendance policy and may be considered unexcused and/or lead to truancy prevention measures, depending on the nature of the absence.

The following written policies have been adopted by the LCPS Board of Directors for implementation at Charter School:

1. For pupils in all grade levels for the STIS offered by LCPS, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work during STIS, shall be twenty (20) school days.
2. LCPS shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete 15% or more of the assignments made during any period of STIS.
 - b. In the event Student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:

DRAFT LCPS Short Term Independent Study Policy and Master Agreement 21-22

1. Pupil's achievement and engagement in the independent study program as described in the School's LCAP and measured by receiving an overall grade of "2 - Approaching" or higher in each course.
 2. Completing greater than 85% of assignments or assessments.
 3. Learning required concepts, as determined by the supervising Independent Study Teacher.
 4. Progression towards completion of the course of student, as determined by the supervising Independent Study Teacher.
- c. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. LCPS shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
 4. The Charter School has adopted tiered reengagement strategies for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows:
 - a. Verify the current contact information for each enrolled student
 - b. Notify the parents or guardians of lack of participation within one school day of the absence or lack of participation.
 - c. Staff will conduct outreach to determine student needs, including a connection with health, social services, or other community resources as needed.
 - d. When the evaluation described above is triggered to consider whether remaining in independent study is in the best interest of the pupil, conduct a student, parent/guardian, educator conference to review the student's written agreement and consider the COVID-19 Independent Study Program's impact on the student's achievement and well-being. All parties who signed the Independent Study Agreement will attend this meeting.¹
 5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction: For pupils in kindergarten through grade 12, inclusive, the plan to provide opportunities for daily synchronous instruction and live interaction for all pupils

¹ The tiered reengagement strategies shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year.

DRAFT LCPS Short Term Independent Study Policy and Master Agreement 21-22

throughout the school year by each pupil's assigned supervising teacher shall be provided through offering pupils the opportunity to participate in synchronous crew daily.²

6. LCPS shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days from receipt of parent written request to return to in-person instruction.³
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the

² The plan for synchronous instruction and live interaction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year.

³ The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils that participate in an independent study program for fewer than 15 schooldays in a school year.

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agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
8. LCPS shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Chief Executive Officer or designee is authorized to establish procedures as necessary to implement these policies in accordance with the law.

Cover Sheet

LCPS Fiscal Policy and Procedures

Section: III. Consent Agenda Items (Updated Policies)
Item: E. LCPS Fiscal Policy and Procedures
Purpose: Vote
Submitted by:
Related Material: LCPS - Fiscal Policy - August 2021 Update - bp.pdf



Fiscal Policies & Procedures

Approved by the LCPS Board of Directors
as of: **JULY 28, 2021**

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Section 1: Introduction

The Board of Lighthouse Community Public Schools (LCPS) has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of LCPS to support its mission and to ensure that the funds are budgeted, accounted for, expended and maintained appropriately.

Section 2: Accounting Procedures

This section covers basic accounting procedures for the organization. The accounting procedures used by LCPS shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards.

A.) Basis of Accounting

Policy:

The organization uses the accrual-basis of accounting at year-end. This means that revenues are recorded when earned within the year, and that expenses are recorded when a liability is incurred within the year regardless of when the receipt or payment of cash takes place.

Procedures:

- Throughout the fiscal year, revenue is recorded in the month in which it is received and expenses are recorded in the month in which they occur.
- At the close of the fiscal year, all revenue earned in the fiscal year, but not received is accrued. At the close of the fiscal year, all expenses that have been incurred but not paid are also accrued. This ensures that the year-end financial statements reflect all revenue earned and all expenses incurred during the fiscal year.
- Year-end books, inclusive of adjusting journal entries, are officially closed by December 15, the date by which the audit report must be submitted to the state controller and respective reporting agencies.

B.) Bank Reconciliations

Policy:

Bank reconciliation and approval will occur on a monthly basis.

Procedures:

- LCPS' Staff Accountant will print the bank statements directly from the online banking system and enter into the accounting platform.
- LCPS' Senior Accountant will review and approve the bank reconciliation by initialing and dating the report.

C.) Record Keeping

Policy:

Financial records will be retained for a minimum of seven years or as outlined in 990 requirements.

Procedures:

- LCPS will retain financial records, including transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll record, and any other necessary fiscal documentation at its site until the prior year audit has been completed.
- At the discretion of the LCPS Board or CEO, certain documentation may be maintained for a longer period of time.
- Financial records will be shredded at the end of their retention period.
- Backup copies of electronic and/or paper documentation should be stored in a secure location.

Section 3: Internal Controls

LCPS employs several safeguards to ensure that financial transactions are properly authorized, appropriated, executed and recorded.

All documentation related to financial matters will be completed by email confirmation, inked signature, or through a platform approved by the Director of Finance that provides sufficient user authentication (i.e., file sharing with user stamp).

LCPS employs various electronic systems and processes to complete the work associated with its fiscal operations (i.e., Netsuite, Paypal, Staples Advantage, etc.). The electronic systems that LCPS chooses to use may change over time and new electronic systems may be introduced. LCPS staff will configure the electronic systems to ensure they align to the internal controls defined in this policy.

A.) Lines of Authority

The LCPS Board is responsible for the following fiscal oversight:

- Approves the fiscal policies and procedures and delegates administration of the policies and procedures to the CEO
- Ensures that the fiscal policies and procedures are current, reviewing and approving them annually.
- Approves the opening and closing of bank accounts and the list of authorized signers and the organization address on record.
- Approves all third-party loans or other forms of debt.
- Approves the opening of business credit cards.
- Reviews and approves the annual budget.
- Reviews annual and bi-monthly financial statements, including the monthly check registers, year-to-date income statement, and cash flows.
- Reviews the CEO's performance annually and establishes the salary.
- Reviews and approves all contracts over \$50,000.
- Approves the annual financial audit by December 15 each year.
- Appoints someone else to perform the duties of the CEO in the case of absence.

The CEO is responsible for the following:

- Working with the Board of Directors to set LCPS's strategic priorities and facilitate strong organizational oversight, including over the fiscal and operational health of the organization
- Overseeing the execution of a robust and strategic fundraising program and allocating the resources and supports necessary to maintain the health of LCPS.

The LCPS Board authorizes the Approval Threshold for staff members, to establish proper control of LCPS finances, as outlined in Appendix 1.

B.) Segregation of Duties

Policy:

LCPS' financial duties shall be distributed among multiple people to help ensure protection from fraud and error. The distribution of duties aims for maximum protection of the organization's assets while also considering efficiency of operations.

Procedures:

On an annual basis, the Director of Finance will review and the existing Segregation of Duties. In that, he/she is to identify the position responsible for carrying out each function so that no single person or entity has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.

Section 4: Financial Planning & Reporting

A.) Budgeting Process

Policy:

In consultation with the CEO, Finance Committee, and organizational leaders, the Director of Finance will prepare an annual budget for approval by the LCPS Board. The budget is to be approved by the LCPS Board prior to the start of each fiscal year.

Procedures:

- The Director of Finance will work with the CEO and all Budget Managers to ensure that the annual budget is an accurate reflection of programmatic and organizational goals for the coming year.
- The Director of Finance will ensure that the budget is developed using the organization's standard revenue recognition and cost allocation procedures.
- The Director of Finance, in consultation with the Finance Committee and CEO, will set a target net income goal to meet strategic goals and/or comply with existing loan covenants.
- The Director of Finance will present a draft budget to the Finance Committee prior to recommending approval by the LCPS Board.
- The Finance Committee shall review a recommended fiscal year budget and submit it for approval to the LCPS Board.
- The LCPS Board will review and approve the budget at its regularly-scheduled meeting in June.
- The Director of Finance will prepare financial statements displaying actuals relative to budget for presentation to the LCPS Board at each board meeting.

B.) Internal Financial Reports

Policy:

The organization reviews regular financial reports on a monthly basis.

Procedures:

- The Director of Finance is responsible for producing the following year-to-date reports within 30 days of the end of each month: Income Statement including budget-to-actual variances, Balance Sheet and Cash Flow Projection.
- The Director of Finance will also present a check register at each board meeting.
- The Director of Finance is to present statements in accordance with the Financial Reporting Matrix (Appendix 2).

C.) Audit

Policy:

The LCPS Board will contract annually with a qualified independent certified public accounting firm to conduct an audit of the organization's financial statements in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, and, if applicable, the U.S Office of Management and Budget's Circular A-133. The selected audit firm must be familiar with these standards, related State of California and Charter School regulations, and the Standards and Procedures for Audits of California K-12 Local Education Agencies Audit Guide, in order to properly conduct the audit engagement.

The LCPS Board recognizes that "it is unlawful for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous fiscal years." (Ed Code 41020)

Procedures:

- The LCPS Board will appoint an Audit Committee of one or more persons by January 1 of each year.
- The Audit Committee may include persons who are not members of the board, but may not include any members of the LCPS staff. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.
- The Audit Committee will be responsible for contracting with an audit firm by March 1 of each year, unless the existing contract is a multi-year contract.
- The Audit Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor.
- The LCPS Board will review and approve the audit no later than December 15.
- The audit firm will be responsible for submitting the audit to all reporting agencies no later than December 15.

D.) Tax Compliance & Exempt Organization Returns

Policy:

The audit firm contracted by the LCPS Board to conduct the annual financial audit will prepare the annual Federal Form 990 and the California Form 199. The tax forms are to be filed no later than May 15 of each year for the previous year.

Procedures:

- The Director of Finance will work with the tax preparer to complete the organization's tax returns.
- The Form 990 will be available to the public via GuideStar, an information service specializing in reporting on U.S. nonprofit companies.

E.) Quarterly/Annual Payroll Reports

Policy:

The Director of Finance will ensure the preparation of the state and federal quarterly and annual payroll tax forms and will submit the forms to the respective agencies within established deadlines.

Procedures:

- The Director of Finance will prepare and make available employee W2s by January 31 each year.
- The Director of Finance will file quarterly payroll tax reports (941 and DE9) by the filing deadline.

Section 5: Revenue & Accounts Receivable

A.) Cash Receipts

Policy:

Cash receipts (including check or cash payments received via mail or in person and deposits received via ACH / EFT) shall be recorded completely and accurately to prevent the misappropriation of assets.

Procedures:

- For each event (i.e., fundraiser, student trip) in which cash or checks will be collected, the appropriate Supervisor will designate a staff member to be responsible for managing the process to collect and hold all cash and checks related to the event.
 - The designee will record each transaction using the [LCPS Cash Counting sheet](#) and – if applicable - document each item sold at the time the transaction is made in a log or similar sheet.
 - The designee shall give the cash, checks, deposit summary, and any related supporting documentation to the site-based **Operations Associate** or **LCPS Finance Associate** immediately.
 - Upon transfer to the appropriate personnel, the designee and that individual will recount and reconcile the amount received with the supplied supporting documentation and each will sign for approval. The Operations Associate / Finance Associate will immediately put the funds in a secure, locked location.
 - For any cash/checks dropped off in a classroom, the teacher is to hold in a secure location. Within 24 hours, the teacher is transfer all cash, checks, and supporting documentation to the site Operations Associate.
- Mail (including anything official such as governmental notices, invoices and checks) received at the school must be routed to Shared Services. The Director of Finance or CEO is to delegate the appropriate personnel to open mail and route to the appropriate staff. The primary individual is the Finance Associate. In line with the Segregation of Duties, this designated individual opening mail is not to be the same person making deposits.
- On a weekly basis, the Staff Accountant will log cash or checks received using the LCPS Deposit log.
- When utilizing merchant or online web contribution services, appropriate segregation of duties shall be in place to ensure that no single person is able to perform incompatible functions (custody, recording, approval).

B.) Deposits

Policy:

The Director of Finance will ensure that a team member makes bank deposits on a weekly basis. In line with the Segregation of Duties, this duty is assigned to the Staff Accountant.

Procedures:

- The Staff Accountant will prepare a deposit packet itemizing the amount, source, and purpose of each check or cash payment received. The deposit packet will include a copy of each check and a bank deposit slip.
- The Senior Accountant will review and approve the deposit packet.
- The Staff Accountant will make the deposit into the primary bank account and attach the deposit receipt to the deposit packet.
 - LCPS' primary account is held at First Republic Bank.
 - Checks are to be deposited via FRB's secure online platform. This platform is to be established by the CEO and Director of Finance with the appropriate security measures.

- o Cash is to be deposited to FRB via courier on a bi-weekly basis.
- The Senior Accountant will reconcile the cash receipts to the deposit slip and the bank statement as part of the monthly close process.

Section 6: Expenses – Payroll

A.) Payroll

Policy:

Employees are paid on a semi-monthly basis. The Director of Finance is responsible for approving payroll through a third-party provider.

Procedures:

- Payroll dates are on the 15th and final day of the month. If the regularly scheduled date occurs on weekend or holiday, the pay date is to move forward to the last workday prior to that date.
- The Staff Accountant is to prepare payroll no later than 72 hours prior to pay date, and submit to the Director of Finance for approval.

B.) Time Sheet Preparation & Approval

Policy:

All non-exempt employees are required to record time worked, holidays, and leave taken for payroll, benefits tracking, and cost allocation purposes.

Procedures:

- Non-exempt employees will be responsible for completing a timesheet, recording hours worked and vacation, sick or holiday time if applicable.
- Each non-exempt employee will approve his/her timesheet via submission through the payroll system.
- Each supervisor will review and approve his/her employees' timesheets by approving each timesheet in the payroll system.
- Supervisors will return incomplete timesheets to the employee for revision through the payroll system.
- Salaried employees are responsible for requesting leave, and supervisors are responsible for tracking leave taken by salaried employees.

C.) Payroll Additions, Deletions, and Changes

Policy:

The Director of Finance is authorized to approve all payroll changes within the scope of the approved budget.

Procedures:

- The Director of Talent/HR or his/her designee will submit, electronically via payroll system or internal file documentation, new hire or employee change paperwork to Staff Accountant prior to the payroll deadline for the first pay period in which the change or addition is to go into effect.

D.) Payroll Preparation & Approval

Policy:

The Staff Accountant will prepare payroll in accordance with the organization's payroll calendar.

Procedures:

- The Staff Accountant will prepare payroll and submit the Check Register to the Director of Finance to review for accuracy and completeness.
- The Director of Finance will approve payroll through the 3rd party system.
- The 3rd party payroll provider will deliver the payroll packages to the organization's addresses prior to the check date.

- The Staff Accountant is responsible for opening the payroll package and distributing live checks and pay stubs to sites, for distribution to the employees on the check date.

E.) Pay Upon Termination

Policy:

Employees who are discharged shall be paid all wages due at the time of termination, per Labor Code 201. Employees who quit without giving prior notice shall be paid wages within 72 hours (inclusive of weekends and holidays). If the employee gives at least 72 hours' notice, the wages must be paid on the last day worked, per Labor Code 202.

Procedures:

- Employee Supervisors must notify HR immediately upon employee resignation.
- HR will notify the Staff Accountant of the need for a final check, along with an accounting of the hours/days worked since the last payroll and any accrued Paid Time Off (PTO) to be paid.
- The Staff Accountant will calculate the final check based on the hours/days worked and the employee's pay rate, and submit to the Director of Finance for approval and check signing. The Staff Accountant will deliver the final check to HR.
- HR is to obtain the employee's signature acknowledging receipt of his/her final check.
 - An employee who quits without 72 hours' notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment, per Labor Code 202.
- The final check may not be provided via direct deposit.

Section 7: Expenses – Accounts Payable

A.) Purchases & Procurement

Policy:

All purchases must be authorized by authorized personnel, in accordance with Approval Thresholds (Appendix 1).

Any expenditure in excess of \$50,000 for the purchase of a single item should have bids from three (3) suppliers if possible. Any food contract that exceeds \$150,000 (the small purchase threshold set by the US Department of Agriculture) shall follow a competitive bid process.

Goods or services purchased with federal funds must follow federal procurement guidelines as outlined in Education Department General Administration Regulations (EDGAR), Part 80— Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Sub-part C (Post Award Requirements), Section 80.36 (Procurement) located at:

<http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

The LCPS Board must approve any contract over \$50,000.

Procedures:

All purchase decisions are to be made with the following guidance:

- All purchases require authorization of approved personnel, in accordance with the Approval Matrix (Appendix 1).
- The Budget Approver will approve a purchase request by staff, or by his/her sourcing, after determining:
 - If the expenditure is budgeted.
 - If funds are available for the expenditure.
 - If the expenditure is allowable under the appropriate revenue source.
 - If the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures and any related laws or applicable regulations.
 - If the price is competitive and prudent and proper bidding procedures have been followed.
- The LCPS Board will review expenditures during each board meeting through the review of a check register that will list all checks written since the LCPS Board's last meeting. This register will include the check #, check date, payee, and check amount.

Contracting for services is to adhere to the following guidelines:

- LCPS Staff will consider in-house capabilities to accomplish services before contracting for them.
- The Director of Finance will ensure that internal guidance is provided for any authorized staff member proposing a contracted service. That guidance will include:
 - The authorized staff is to solicit bids and maintain a file documenting the competitive bids obtained (if any were required) for any contract.
 - The authorized staff will request from LCPS' Human Resources staff that a contract be drawn up.
 - The Director of HR, or his/her designee, will confirm that the contractor is not listed in the US government's Suspended or Disbarred list via a search of the System for Award Management (www.sam.gov). The Director of HR will keep a record of all searches.

- o The Director of HR will ensure that a written contract clearly defining work to be performed is on file for all contract service providers (i.e. consultants, independent contractors, subcontractors).
- o Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers' compensation insurance currently in effect. If in the vicinity of students or otherwise determined by the LCPS Director of HR, providers may also need to be fingerprinted, submit evidence of TB Testing, and submit evidence of CPR/First Aid clearance.
- o LCPS reserves the right to require that contract service providers list the school as an additional insured.
- Authorized LCPS staff, in accordance with Approval Matrix (Appendix 1), will approve proposed contracts and modifications in writing.
- Contract service providers will be paid in accordance with approved contracts as work is performed.
- The Director of Finance will be responsible for ensuring the terms of the contracts are fulfilled.
- Potential conflicts of interest will be disclosed upfront, and the Executive Director and/or Member(s) of the LCPS Board with the conflict will excuse themselves from discussions and from voting on the contract.

B.) Credit Cards

Policy:

LCPS credit cards shall only be issued with the formal approval of the LCPS Board and may only be used by individual cardholders for organization-related expenditures.

Procedures:

- LCPS authorized the opening of a Wells Elite Credit Card, administered through Wells Fargo Bank. The Director of Finance is to administer cards to authorized Budget Managers as described in Appendix 3.
- An itemized receipt should be turned in for all purchases.
- In the case of a missing receipt, a missing receipt form shall be submitted and approved by the Director of Finance. Should the Director of Finance be required to complete a "missing receipt" form, authorization must be granted by the CEO.
- Credit cards will bear the names of both the organization and the cardholder.
- No personal charges are permitted.
- All reward points or discounts are property of the school. Use of such points or discounts is at the discretion of the Director of Finance and should be used for the benefit of the organization. Unless otherwise directed by the LCPS Board, any available "cash back" is to be applied as revenue for the benefit of the LCPS program.
- Upon termination, the employee shall immediately return the credit card and all receipts to the Director of Finance, or his/her designee.

C.) Debit Cards

Policy:

Organization debit cards are not permitted.

Procedures:

- If a debit card is automatically issued by the bank, the Director of Finance will:
 - o Contact the bank to deactivate debit card service from the account.

- Destroy the physical debit card.

D.) Independent Contractors

Policy:

The organization will comply with all applicable federal and state laws relative to the use of independent contractors.

Procedures:

- The CEO, Director of HR, or Director of Finance may establish a contract with an independent contractor and is responsible for verifying that the person is appropriately classified as an independent contractor and not as an employee and for obtaining a Form W-9.
- School employees may not serve as independent contractors.
- Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers' compensation insurance currently in effect. The above personnel may also require that contract service providers list the school as an additional insured.
- All services performed by independent contractors will be processed as accounts payable.
- At the close of the calendar year, the Director of Finance will ensure that LCPS issues a Form 1099 to all eligible independent contractors in accordance with IRS regulations.

E.) Invoice Approval & Processing

Policy:

The Director of Finance must approve all invoices. Any invoice over \$50,000 must also receive approval from a member of the LCPS Board, if not previously authorized through Board Approval. The following procedures will be performed either manually or electronically.

Procedures:

- The Finance Associate will open and review invoices and bills and will notify the Director of Finance of any unexpected or unauthorized expense.
- When receiving tangible goods from a vendor, the Finance Associate or Front Desk personnel at sites trace the merchandise to the packing list and note any items that were not in the shipment.
- The Finance Associate will code invoices to the correct budget line.
- Invoices are entered by the Finance Associate, and submitted to the Senior Accountant for review. An approval request is submitted to the Director of Finance, and approval is made through LCPS accounting system.
- If the vendor is a sole proprietor or a partnership (including LP, and LLP) providing a service, the Finance Associate will obtain a W-9 from the vendor prior to submitting any requests for payments.
- The Senior Accountant will review the invoice for sufficient supporting documentation, and verify the coding. Upon final review, and consequent approval from the Director of Finance, the Finance Associate will process payment.

F.) Cash Disbursements

Policy:

Bank checks will be issued upon receipt of appropriate documentation (e.g. vendor invoice, purchase order, packing slip, etc.).

Procedures:

- Once an invoice is approved by the Director of Finance, the Finance Associate will be authorized to print checks from the LCPS Accounting System.
- The Finance Associate will apply the Director of Finance's signature via stamp, which is maintained in a secure, locked location when not in use.
- The Finance Associate will mail the check to the address provided.
- Should a check need to be voided, "VOID" will be written in ink across the check, scanned for record-keeping, and shredded.

G.) Wire Transfers

Policy:

Wire transfers initiated by LCPS will be executed only upon: 1) recognition of appropriate documentation for the intended transfer, 2) written initiation by CEO or Director of Finance, directed to the other party, and 3) confirmed verbal receipt of that initiation by the receiving party.

Any wire transfer over \$50,000 must additionally receive approval from a member of the Finance Committee.

Procedures:

All executed wire transfers will adhere to the following procedures:

- CEO or Director of Finance will review all supporting documentation and approve, via written email to the opposite party. The receiving party will confirm receipt via both writing and verbally, to safeguard against any attempted wire fraud.
- The Director of Finance will execute the wire transfer with LCPS' bank.

H.) Petty Cash

Policy:

Site-based Operations Associates will keep a petty cash box not to exceed \$300. Petty cash will be kept in a lockbox that is stored in a secure location. Access to the cash box should be limited to authorized personnel (Operations Associates, Finance Staff). Petty cash shall only be used for reasonable and allowable school purposes (not advances, personal uses, reimbursements, etc.) and only when a check may not be provided on the timeline required.

Procedures:

- The Operations Associate will manage the petty cash fund.
- The Operations Associate will maintain a log of all disbursements made from the petty cash fund and will use a petty cash slip for all disbursements. The petty cash slip must be signed by the Operations Associate and the petty cash recipient.
- Within 48 hours of the petty cash withdrawal, the petty cash recipient will submit an original receipt to the Operations Associate who will attach the receipt to the petty cash slip and store in the petty cash box.
- At all times the petty cash box must contain receipts, petty cash slips, and cash that account for the original deposit to petty cash (\$300).
- When the petty cash balance is low the Operations Associate will prepare a petty cash reimbursement form, totaling all the petty cash disbursements and attaching the original petty cash slips and receipts to the form. The Director of Finance will review and approve the petty cash reimbursement form and supporting documentation.

- The Operations Associate will forward the petty cash reimbursement form and original supporting documentation to Finance Associate.
- The Senior Accountant will record the petty cash disbursements in the general ledger and issue a check made payable to the Office Manager in the amount of the total petty cash disbursement.
- It is the responsibility of the Operations Associate to cash the check and to keep track of funds in the box. Reconciliation must occur when funds are replenished, and/or at a minimum, annually.
- The Director of Finance and/or Senior Accountant may conduct periodic, unannounced counts of the petty cash fund.
- Loans will not be made from the petty cash fund.

I.) Employee and Volunteer Expense Reimbursements

Policy:

LCPS will reimburse pre-authorized, school-related expenses that are accompanied by an original receipt or other appropriate documentation. Only approved personnel, as defined by the Approval Matrix (Appendix 1), may incur school-related expenses without pre-approval.

Procedures:

- An employee or school volunteer seeking to make a school-related purchase must obtain pre-approval from their Supervisor. If that Supervisor does not have approval authority, he/she is to direct the requesting individual to that Authorized Approver.
- Employees will submit signed expense reports no later than 1 month after the expense was incurred, to their Supervisor, for approval. Original receipts or other appropriate documentation (i.e., e-mailed receipt) must be attached to the expense report.
- Employees will submit expense reports within the fiscal year in which the expenses were incurred.
- The organization reserves the right to refuse reimbursement for any inappropriate expenses made.

J.) Travel Expenses

Policy:

Employees must receive authorized approval prior to all work-related travel. Mileage will be reimbursed at the organization-approved mileage rate, not to exceed the current IRS reimbursement rate.

Procedures:

- For the purposes of mileage reimbursement, where a trip is commenced or terminated at the employee's home, the distance traveled shall be reduced by the employee's home-to-office commute distance.
- Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates will be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available.
- Employees will be reimbursed up to the established per diem rate found at the US General Services Administration ([link here for Oakland, CA](#)) for any breakfast, lunch, dinner, or incidental expense that is not included as part of the related event. Employees will be responsible for any excess expenses beyond the established per diem rate.
- Transportation expenses such as airfare will be purchased at the lowest rate available.

- Employees should utilize bus/shuttle service whenever possible. When traveling in groups, taxis or rideshares may be more economical. Employees should choose between long-term parking or a taxi/rideshare based on whichever is the more economical for the organization.
- After the trip, the employee must enter all of the appropriate information on an expense reimbursement form, attach original receipts, and submit it to their supervisor for approval, per the prescribed Reimbursement process.

K.) LCPS Board Expenses

Policy:

An individual board member who incurs authorized expenses while carrying out the duties of LCPS will obtain pre-approval from the CEO and Board Chair. If the Board Chair is seeking approval, he/she is to obtain pre-approval from the CEO and Board Treasurer. Once the expense is incurred, he/she will complete and sign a Reimbursement Form and attach original receipts.

The Reimbursement Form is to be processed in the procedure outlined in the “Reimbursements” section.

Section 8: Asset Management

A.) Cash Management and Investments

Policy:

All funds will be maintained in high quality financial institution or invested with the following objectives in order of priority; preservation and safety of principal, liquidity, and yield.

Procedures:

- The CEO or Director of Finance will obtain LCPS Board approval before opening or closing a bank account.
- LCPS Board will adopt an investment policy before funds are to be invested.

B.) Capital Equipment

Policy:

The organization capitalizes any item, purchased or donated, with a value of \$5,000 or more and with a useful life of more than one year.

Procedures:

- The Senior Accountant will maintain a ledger of all capitalized items. The ledger will include the original purchase price and date and a brief description of the asset.
- LCPS will take a physical inventory of all assets within 90 days of the end of each fiscal year, indicating the condition and location of the asset.
- The Director of Finance will be notified of all cases of theft, loss, damage or destruction of assets.
- The Senior Accountant is to maintain written notification of plans for disposing of assets with a clear and complete description of the asset and the date of the disposal.

C.) Loans

Policy:

The LCPS Board will approve all loans from third parties.

Procedures:

- The CEO and Director of Finance shall review and sign the promissory note before funds are borrowed or drawn down.
- Loan agreements should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.
- Loan covenants and reporting requirements are to be acknowledged by the board at the time of adoption.

D.) Insurance

Policy:

The organization will maintain insurance with a high quality insurance agency at all times for:

- General Liability
- Property
- Workers' Compensation
- Professional Liability

- Directors' and Officers' Coverage

Procedures:

- The Director of Finance will review insurance policies with the Broker on an annual basis prior to renewal to determine compliance with Charter authorizer and any applicable loan covenant requirements.
- The Director of Finance or their designee will maintain records of all insurance policies and related documents (e.g. certificates of insurance, claim forms, etc.).

E.) Parking Lot Liability

Policy:

Parking lot related incidences are not covered under any school insurance policy. The organization assumes no liability for damage to cars unless a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity.

Procedures:

- If a student willfully causes damage, the student's parent or guardian is responsible.
- If a parent or other visitor causes damage, that individual is responsible.
- If an employee causes damage, the employee is responsible.
- If an unknown person causes damage and there is no witness, the affected individual would determine if he/she has applicable coverage through his/her individual insurance policies.

F.) Operating Reserves

Policy:

LCPS will ensure adequate cash balances to meet annual cash flow needs. The target minimum operating Cash Balance is set as 60 Days of Cash on Hand*. The amount of cash will be calculated by LCPS Finance Staff each month, and reported out to the board at each of its regularly held meetings.

* Day of Cash on Hand is defined as: Ending Cash, divided by Annual Operating Expenses, divided by 365. Annual Operating Expenses are to include expenses incurred across LCPS (either by charter sites or the home office), excluding depreciation.

Procedures:

- The Director of Finance will monitor the organization's cash balances and will report the amount to the CEO on a monthly basis and the LCPS Board on a bi-monthly basis.
- It is the responsibility of the LCPS Board to regularly review the organization's cash needs and projections.
- It is the responsibility of the LCPS Director of Finance to regularly monitor cash flow and prioritize payments based on available cash.

Schedule:

- If LCPS maintains less than 60 Days of Cash on Hand (as measured by its Board-reported financial projections, measured annually on June 30), the LCPS Board will approve a budget based on the Targeted Days of Cash on Hand below.

FY	Targeted Days of Cash on Hand
FY22	60
FY23	60
It's recommended to update and approve this schedule annually.	
These figures have been updated in accordance with LCPS' board-approved budget in June 2021.	

○ **Contingencies:**

- If LCPS is ***behind*** the Targeted Days in the above schedule:
 - In the event that LCPS does not meet these targets due to unforeseen circumstances, LCPS Board will approve a budget that enables LCPS to return to this schedule.
 - **For any unrestricted, unbudgeted revenues**, LCPS will contribute the full amount to cash reserves.

- If LCPS is ***ahead*** of the Targeted Days in the above schedule:
 - LCPS Board may choose to approve a budget for a given fiscal year that includes a lower Operating Surplus but remains on track to meet the Targeted Days of Cash on Hand.
 - For any unrestricted, unbudgeted revenues, LCPS staff will bring a proposed plan for board approval.



Appendices

- Appendix 1: Approval Matrix
- Appendix 2: Financial Reporting Matrix
- Appendix 3: Authorized Credit Card Users

Appendix 1:
Approval Matrix

The following guidelines are set for approvals of financial commitments. All transactions are to be compared against budget, and approved according to these thresholds only if within budget.

Note that this matrix covers the approval of financial obligations, but not individual checks. That is addressed in Section 7e.

LCPS Approval Matrix: Contracts, Purchase Orders, Invoices			
LCPS authorizes the following roles to approve financial commitments, in the form of Contracts, Purchase Orders, or Invoices , according to the following thresholds.			
Level	Threshold	Approval Required	Signature
I	\$5,000 or under, with commitment of 2 years or less AND NOT including any Special Exceptions (Transportation, overnight trips, insurance or indemnification)	Budget Manager*	Budget Manager*
II	\$5,000 or under, with commitment of >2 years OR including any Special Exceptions (Transportation, overnight trips, insurance or indemnification)	Requires written approval from CEO or DOF	Budget Manager*
III	Over \$5,000 but not exceeding \$50,000	Requires written approval from CEO or DOF	CEO / DOF, or delegate by written authorization
IV	Over \$50,000	Requires Board Approval	CEO / DOF

* LCPS Budget Managers are designated by the Director of Finance. As of July 1, 2021, those roles are the following:

- Site-based: Principal, Operations Associate, After School Coordinator
- Shared Services: Chief Academic Officer (CAO), Chief of Staff (COS), Directors of Talent/HR, Operations, Development, Technology, Special Education

Contracts (initiated at sites)			
Threshold	Preparer	Reviewer	Signer
Max \$5,000 (total outlay) and short term (Max 2 yrs.)	Principal / Ops Assoc.	CAO / Dir. Ops	Budget Manager
Over \$5,000 (total outlay) or long term (>2 yrs.)	Principal / Ops Assoc.	CAO / Dir. Ops	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Varies	Approver: LCPS Board	Dir. of Finance or CEO
Special Exceptions: Transportation, overnight trips, any agreement requiring LCPS as an add'l insured or LCPS is indemnified	Principal / Ops Assoc.	CAO / Dir. Ops	Dir. of Finance or CEO
<i>*If any Signer / Reviewer is point person for contracting, arrange for a 2nd reviewer.</i>			
Contracts (initiated by Shared Services, or covering across sites)			
Threshold	Preparer	Reviewer	Signer
Max \$5,000 (total outlay) and short term (Max 2 yrs.)	Director / Staff	CAO / Dir. Ops	Budget Manager
Over \$5,000 (total outlay) or long term (>2 yrs.)	Director / Staff	CAO / Dir. Ops	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Director / Staff	Approver: LCPS Board	Dir. of Finance or CEO
Special Exceptions: Any agreement requiring LCPS as an add'l insured or LCPS is indemnified	Director / Staff	CAO / Dir. Ops	Dir. of Finance or CEO
<i>*If any Signer / Reviewer is point person for contracting, arrange for a 2nd reviewer.</i>			
Check Requests / Purchase Orders			
Threshold	Preparer	Reviewer	Signer
Max \$5,000 (total outlay)	Fin. Asst.	Budget Manager	Budget Manager
Over \$5,000 (total outlay)	Fin. Asst.	Budget Manager	Dir. of Finance or CEO
Over \$50,000 (total outlay)	Fin. Asst.	Approver: LCPS Board	Dir. of Finance or CEO
A/P Invoices & Check Signing			
Threshold	Preparer	Reviewer	Signer
Under \$50,000	Fin. Asst.	Sr. Accountant	Dir. of Finance
Max \$50,000 (total outlay) and not previously approved by Board via contract	Fin. Asst.	Approver: LCPS Board	Dir. of Finance
Payroll			
Threshold	Offer	Preparer	Signer
Employee Agreements	HR Generalist	HR Generalist	Dir. of Talent
Semi-Monthly Payroll	N/A	Staff Accountant	Dir. of Finance

Annual Reviews	Twice annually, the Finance Committee Chair will review the payroll register for reasonability (checks for: 1. total from register matching total reported out, and 2. compensation paid to senior management) This is to occur early in each school year (i.e., Sept. payroll), and once more at a randomized time, at the request of the Finance Committee chair.		
Credit Cards			
See Appendix 3	-	-	-

Appendix 2:
Reporting Matrix

<i>Financial Reporting Matrix</i>		
Audience for Financial Reviews	Frequency	Scope of Financial Statements
LCPS Board	Bimonthly (2nd Wednesdays of even months)	YTD: LCPS Consolidated for Summary & ADA Cash Flow: Current and following year Balance Sheet: LCPS Consolidated + Finance Committee Memo, modified as needed
LCPS Finance Committee	Bimonthly (prior to Board Meetings)	YTD: LCPS Consolidated for Summary, ADA, by Budget Category Cash Flow: Current and following year Balance Sheet: LCPS Consolidated + Memo
CEO / CAO	Monthly	YTD: LCPS Consolidated for Summary, ADA, Line Item detail Cash Flow: Current and following year Balance Sheet: N/A
Principals		YTD: for their respective site, showing Summary, ADA, Line Item detail Cash Flow: N/A Balance Sheet: N/A
Operations Associates	Quarterly	YTD: for their respective site, showing Line Item detail for Operational budgets Cash Flow: N/A Balance Sheet: N/A
Shared Service Directors (3)	Quarterly	YTD: for LCPS, showing Line Item detail for their respective budgets Cash Flow: N/A Balance Sheet: N/A

Appendix 3:
LCPS authorized Credit Card Users

Position	Monthly Credit Limit is not to exceed: *	Current Individual(s), as of: 7/31/2020
CEO	\$10,000	Rich Harrison
CAO Principals	\$5,000	Shannon Wheatley Tina Hernandez Kelly Lara Robbie Torney Jeff Camarillo
Shared Service Directors (Ops, HR/Talent, Development, Technology)	\$2,500	Arlene Aldrette Anna Martin Karen Fee Manisha Patel
Operations Associates	\$2,500	Eleazar Madrid Franklin Zuniga
Finance Associate **	\$10,000	Gertrude Agbontaen
Director of Finance	\$100,000 ***	Brandon Paige

* No user should maintain a monthly credit limit in excess of their Approval limit for invoices.

** The Finance Associate is not an individual with Approval authorization. She/he is authorized to hold a card. She/he is authorized only to use this card at the direction of, and with express written approval, of an authorized Approver, as dictated in the LCPS Approval Matrix.

*** LCPS maintains a board-approved credit line of \$100,000. The Director of Finance is approved up to \$10,000 for emergency purchases requiring a card. The \$100,000 listed indicates overall oversight for the Wells Elite credit card.

Cover Sheet

LCPS Grading Policy

Section:	III. Consent Agenda Items (Updated Policies)
Item:	F. LCPS Grading Policy
Purpose:	Vote
Submitted by:	
Related Material:	LCPS Grading Policy v.2 7.23.2021.pdf



Faculty Grading Guide

Internal Grading Guide For LCPS Staff

Educational Justice In Action

Lighthouse Community Public Schools, as a member of [EL Education](#), uses student-engaged assessment (SEA) practices which centers students and families in our standards-based grading system. At LCPS, we teach and assess **grade level standards** aligned to the College and Career Readiness Standards. We normalize that learning is iterative and takes time by structuring classes to include both instruction and intervention times. These distinct learning structures position teachers to both teach all grade level standards in an academic year, and provide frequent feedback, class based interventions, and revision opportunities that reflect increased learning and improved grades over time. When students fail to engage with the work, we rely on our core value of love to leverage relationships to understand the underlying cause and take action to address the need(s). We balance this with rigor by holding students accountable with increasingly scaffolded structures to ensure that all students are engaged in their learning process.

In this context, our grades communicate students' current level of achievement toward grade level learning targets (LTs). Learning targets are derived from the [California State Standards](#), written in student-friendly language, and define the long-term goals in each course. Supporting Learning Targets (SLTs), though structured similarly, are smaller and more specific weekly or daily targets assessed and graded to ensure all stakeholders know how students are progressing toward the Learning Targets. Habits of Work and Learning (HOWL) focus on the habits students need to develop for college and career success (ie., effort, participation, tardiness, attendance, or adherence to rules). In all courses, they are taught in partnership with grade level standards, but are graded separately from academic learning targets.

Grading Scale

Students across K-12 earn a numeric score on their assessments of learning targets throughout the year. For students in grades 9-12, the numeric score is translated into letter grades and a Grade Point Average (GPA) at the end of the first semester and at the end of the year.

We use the following descriptors and scale for **assessment** scores:

High School Letter Grades only	Point Scale	Descriptor
--------------------------------	-------------	------------

A	4 points	The student applies the course's learning targets and demonstrates mastery in multiple ways. ¹
B	3 points	The student is meeting the learning targets of the course.
C	2 points	After feedback from the teacher, the student shows some understanding of the learning targets.
F	1 point	The student did not submit assignments or work submitted indicates the student is beginning to understand the learning targets with intense teacher support. ²

Learning Target Scoring

All learning targets are organized under a milestone which are the skills and knowledge necessary for college and career readiness. We calculate the milestone score by using a straight average of the learning targets associated with each milestone.

	Milestones & Stand	
	milestone	Reading: Informational Text
RI.6.1-LTT	standard	I can cite text-based evidence to support an analysis of informational text.
RI.6.2-LTT	standard	I can determine the main idea of an informational text based on details in the text.
RI.6.2-LTT-2	standard	I can summarize an informational text using only information from the text.
RI.6.3-LTT	standard	I can analyze how key individuals, events, or ideas are developed throughout a text.

Source: [EL Education](#)

Revision & Reassessment

Revision is a key aspect of how students show mastery of a learning target. When a student earns a "1" or "2" on a learning task (assignments, performances, etc), we methodically follow these steps:

1. Analyze data to determine the scope of the relearning work (whole class, small group, individual)
2. Identify and communicate the relearning structure aligned with the scope (class-based intervention, study hall, office hours, etc) to students and families
3. After the misconception has been addressed, communicate the revision criteria and timeline with students and families, not to exceed 10 days. If possible, give time for revision or reassessment during intervention.

Late work submissions are noted in the HoWLs grade, and academic work is graded for full credit, replacing the lower grade in the grade book.

¹ This may consist of producing work that demonstrates quality beyond the grade-level standard where a student could teach the concept(s) to their peers without the teacher's support. It may also be the grade given to work that meets the standards and exceeds expectations in unexpected ways. The work of teachers and school teams is to build a shared understanding of the criteria for quality work.

² Teacher will indicate in narrative if the student's grade consisted of missed work or misconceptions.

Reporting

Students will receive progress reports at the end of the grading period. Progress Reports serve to inform students of their academic progress and are not posted on their transcripts. For 9-12 students, official transcript grades are posted at the end of the first semester and at the conclusion of the academic school year.

Grade Change Policy and Process

Incomplete

A teacher can assign an incomplete with principal approval for the following reasons:

- An illness or other extenuating circumstance legitimately prevents completion of required work by the due date
- The parent initiates the request for an incomplete grade before the end of the academic semester/year;
- The teacher, parent, and principal meet and discuss the terms for the Incomplete and document the terms in writing before the end of the term.

Within 15 school days of the end of a grading period, all required work must be completed and a grade change form submitted by the teacher of record, and does not require the student to re-take any portion of the course.

Grade Discrepancies

Within 30 days of the semester's end and after final grades are posted to Aeries, a student, parent or teacher can appeal for a grade change. An assigned grade shall be changed for the following reasons only:

- There was a verifiable error in reporting
- A teacher posted the grade incorrectly in the Scorebook
- The grade is unsubstantiated or assigned as a result of fraud, bad faith, or incompetency.

The only exception to this policy is changing Crew grades. A grade change form is not needed to change or update a Crew grade.

An assigned grade shall be changed using the process outlined below:

1. **Document:** For people making requests, collect documentation to support your request for a grade change.
2. **Request:** Schedule and attend a grade change meeting with the teacher of record to share documentation and make the appeal.
3. **Decide:** If the teacher of record agrees to the grade change or is requesting the grade change, submit and send a grade change form to the principal. If the teacher does not agree to change the grade, the teacher shall notify the parent and the principal of the teacher's decision, in writing, within ten (10) school days.

4. **Review:** Principal reviews the grade change form and communicates the decision with the teacher of record and the registrar.
5. **Finalize:**
 - a. The teacher of record or school administrator completes the [LCPS Grade Change Form](#)
 - b. The completed form is submitted to the principal, registrar, counselor, or designated administrator
 - c. The counselor or designated administrator changes the grade in Aeries and files the Grade Change Form in the student's cumulative files
 - d. A new transcript is printed and sent to the principal, the teacher of record, the student and family.

Appeal

In the event the teacher decides not to change the grade, the parent may appeal the teacher's decision to the principal. A parent must make the written request to the principal within ten (10) school days of the date of the teacher's written decision not to change the grade and present relevant documentation.

The principal shall schedule a meeting with the parent and shall give the teacher the opportunity to be present and/or to otherwise provide input. This meeting must be scheduled within ten (10) school days of the date the principal received the parent's written appeal. Following the meeting with the principal, the principal will discuss the appeal with the teacher. Within twenty (20) school days of the school's receipt of the parent's written appeal to the principal, the principal shall inform the parent of the teacher's decision regarding the grade. If it is decided that the grade will be changed, the grade change shall be effected through administrative channels within thirty (30) business days of the date the school received the parent's written request for review.

Grades will not be changed without the approval of the teacher of record. The only exceptions to this are:

1. If the teacher of record is no longer employed by LCPS. In this instance, the counselor (or designated administrator) will need to print the Scorebook data and attach it to the Grade Change Form to be signed off by the principal.
2. The grade was assigned as a result of a clerical or mechanical mistake, fraud, bad faith, or incompetency.

If the principal determines that one or both of the above exceptions are applicable, the grade may be changed without the approval of the teacher. However, the teacher who determined the grade will, to the extent practicable, be given an opportunity to state orally, in writing, or both, the reasons for which such grade was given and is, to the extent practicable, included in all discussions relating to the changing of such grade.

If a grade will be changed, the teacher must complete a Grade Change Form. If the teacher is no longer employed by the school, an administrator will complete the form.

Counselor or Administrator: If a counselor or school administrator notices a discrepancy between scorebook data and final transcript grades, the school administrator may notify the principal, who will then meet with the teacher of record regarding the issue.

1.

Cover Sheet

Contract Approval: LCPS and Seneca Family of Services

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year
Item: A. Contract Approval: LCPS and Seneca Family of Services
Purpose: Vote
Submitted by:
Related Material:
Lodestar FY 2021-2022 Line Item Budget Template (1).xlsx - Comprehensive (Non Medi-Cal).pdf
Lighthouse FY 2021-2022 Line Item Budget (2).xlsx - Comprehensive (Medi-Cal Site).pdf

Lighthouse FY2021-2022											Date: 6.21.2021			
Unconditional Education Partnership														
Seneca Family of Agencies											contract cap \$ 389,094			
PERSONNEL: Seneca Site Based Staffing			SPED		ERMHS		General Ed		MediCal Base		TOTAL			
Position	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Clinical Intervention Specialist	Kate Kenealy	\$ 95,135	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 95,135	1.00	\$ 95,135	\$ -	\$ -
Clinical Intervention Specialist	Aditi Uttarwar	\$ 67,675	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,675	1.00	\$ 67,675	\$ -	\$ -
Clinical Intern	Jazmin Gachring	\$ 52,693	0.50	\$ 26,346	0.00	\$ -	0.00	\$ -	0.50	\$ 26,346	1.00	\$ 52,693	\$ 26,346	\$ 26,346
Speech-Language Pathologist Assistant	Claudia Martinez	\$ 71,245	1.00	\$ 71,245	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 71,245	\$ 71,245	\$ 71,245
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries				\$ 97,591		\$ -		\$ -		\$ 189,156		\$ 286,747	\$ 97,591	\$ 97,591
Benefits @				\$ 25,374		\$ -		\$ -		\$ 49,181		\$ 74,554	\$ 25,374	\$ 25,374
TOTAL			1.50	\$ 122,965	0.00	\$ -	0.00	\$ -	2.50	\$ 238,336	4.00	\$ 361,302	\$ 122,965	\$ 122,965

PERSONNEL: Seneca Coaching and Supervision											TOTAL			
Position	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Director of School Partnerships	Devina Brooks	\$ 114,000	0.25	\$ 28,500	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 28,500	\$ 28,500	\$ 28,500
Clinical Supervisor	Emily Marsh	\$ 139,116	0.05	\$ 6,956	0.00	\$ -	0.00	\$ -	0.25	\$ 34,779	0.30	\$ 41,735	\$ 6,956	\$ 6,956
Health Information Specialist	Maya Boult	\$ 46,410	0.05	\$ 2,321	0.00	\$ -	0.00	\$ -	0.25	\$ 11,603	0.30	\$ 13,923	\$ 2,321	\$ 2,321
Program Assistant	Joline Castenada	\$ 71,264	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 3,563	0.05	\$ 3,563	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
Total Salaries			0.35	\$ 37,776	0.00	\$ -	0.00	\$ -	0.55	\$ 49,945	0.90	\$ 87,721	\$ 37,776	\$ 37,776
UE Home Office Support	site and leadership salaries		0.13	\$ 9,476	0.00	\$ -	0.00	\$ -	0.22	\$ 16,737	0.35	\$ 26,213	\$ 9,476	\$ 9,476
Benefits @				\$ 12,286		\$ -		\$ -		\$ 17,337		\$ 29,623	\$ 12,286	\$ 12,286
TOTAL			0.48	\$ 59,538	0.00	\$ -	0.00	\$ -	0.77	\$ 84,019	1.25	\$ 143,557	\$ 59,538	\$ 59,538

PERSONNEL: Sub contracted services											TOTAL			
Position	Staff Name	Annual Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School
Translation and Interpretation		\$ 5,000	0.00	\$ 5,000	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 5,000	\$ 5,000	\$ 5,000
Speech & Language Pathologist	LaTisha		0.45	\$ 69,768	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.45	\$ 69,768	\$ 69,768	\$ 69,768
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -
TOTAL			0.45	\$ 74,768	0.00	\$ -	0.00	\$ -	0.00	\$ -		\$ 74,768	\$ 74,768	\$ 74,768

PERSONNEL TOTAL											TOTAL			
			2.43	\$ 257,271	0.00	\$ -	0.00	\$ -	3.27	\$ 322,355	5.70	\$ 579,626	\$ 257,271	\$ 257,271

OPERATIONS											TOTAL			
Expense	per FTE	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School	
Site Staff Operations		5.600	1.95	\$ 10,920	0.00	\$ -	0.00	\$ -	2.50	\$ 14,000	4.45	\$ 24,920	\$ 10,920	\$ 10,920
Leadership Operations		5.400	0.48	\$ 2,572	0.00	\$ -	0.00	\$ -	0.77	\$ 4,175	1.25	\$ 6,747	\$ 2,572	\$ 2,572
OPERATIONS TOTAL				\$ 13,492		\$ -		\$ -		\$ 18,175		\$ 31,667	\$ 13,492	\$ 13,492

TOTAL DIRECT COSTS											TOTAL			
Allocable Cost @	14%			\$ 270,763		\$ -		\$ -		\$ 340,531		\$ 611,293	\$ 270,763	\$ 270,763
TOTAL COST				\$ 308,670		\$ -		\$ -		\$ 388,205		\$ 696,874	\$ 308,670	\$ 308,670

												10% Contingency:	\$ 30,867	
												Maximum Comprehensive Budget:	\$ 339,537	

check	\$	696,874	\$	308,670	\$	308,670
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check \$ 696,874 \$ 308,670 \$ 308,670

LODESTAR- FY2021-2022			Date: 4.27.2021											
Unconditional Education Partnership Seneca Family of Agencies														
PERSONNEL: Seneca Site Based Staffing			SPED		ERMHS		General Ed		TOTAL					
Position	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School		
Clinical Intervention Specialist	Kristy Zhen	\$ 67,675	0.00	\$ -	0.00	\$ -	1.00	\$ 67,675	1.00	\$ 67,675	\$ 67,675	\$ 67,675	\$ 67,675	
Psychologist	Erika Maravilla	\$ 101,322	1.00	\$ 101,322	0.00	\$ -	0.00	\$ -	1.00	\$ 101,322	\$ 101,322	\$ 101,322	\$ 101,322	
Psychologist	Mercedes Hudson	\$ 96,180	0.50	\$ 48,090	0.00	\$ -	0.00	\$ -	0.50	\$ 48,090	\$ 48,090	\$ 48,090	\$ 48,090	
Speech-Language Pathologist Assistant	Julie Harden	\$ 57,225	1.00	\$ 57,225	0.00	\$ -	0.00	\$ -	1.00	\$ 57,225	\$ 57,225	\$ 57,225	\$ 57,225	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -	
Total Salaries				\$ 206,637		\$ -		\$ 67,675		\$ 274,312	\$ 274,312	\$ 274,312	\$ 274,312	
Benefits @				\$ 53,726		\$ -		\$ 17,596		\$ 71,321	\$ 71,321	\$ 71,321	\$ 71,321	
TOTAL			2.50	\$ 260,362	0.00	\$ -	1.00	\$ 85,271	3.50	\$ 345,633	\$ 345,633	\$ 345,633	\$ 345,633	

PERSONNEL: Seneca Coaching and Supervision			SPED		ERMHS		General Ed		TOTAL				
Position	Staff Name	Annual Salary	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School	
Director of School Partnerships	Devina Brooks	\$ 114,000	0.20	\$ 22,800	0.05	\$ 5,700	0.00	\$ -	0.25	\$ 28,500	\$ 28,500	\$ 28,500	\$ 28,500
Clinical Supervisor	Emily Marsh	\$ 139,116	0.00	\$ -	0.00	\$ -	0.10	\$ 13,912	0.10	\$ 13,912	\$ 13,912	\$ 13,912	\$ 13,912
Clinical Case Assistant	Maya Boults	\$ 46,410	0.00	\$ -	0.00	\$ -	0.10	\$ 4,641	0.10	\$ 4,641	\$ 4,641	\$ 4,641	\$ 4,641
Program Assistant	Joline Castenada	\$ 71,264	0.05	\$ 3,563	0.00	\$ -	0.00	\$ -	0.05	\$ 3,563	\$ 3,563	\$ 3,563	\$ 3,563
Psychologist	Harriet Garcia	\$ 117,025	0.15	\$ 17,554	0.00	\$ -	0.00	\$ -	0.15	\$ 17,554	\$ 17,554	\$ 17,554	\$ 17,554
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Total Salaries			0.40	\$ 43,917	0.05	\$ 5,700	0.20	\$ 18,553	0.65	\$ 68,170	\$ 68,170	\$ 68,170	\$ 68,170
UE Home Office Support	site and leadership salaries		0.23	\$ 17,539	0.01	\$ 399	0.08	\$ 6,036	0.32	\$ 23,974	\$ 23,974	\$ 23,974	\$ 23,974
Benefits @				\$ 15,978		\$ 1,586		\$ 6,393		\$ 23,957	\$ 23,957	\$ 23,957	\$ 23,957
TOTAL			0.63	\$ 77,434	0.06	\$ 7,286	0.28	\$ 24,946	0.97	\$ 109,666	\$ 109,666	\$ 109,666	\$ 109,666

PERSONNEL: Sub contracted services			SPED		ERMHS		General Ed		TOTAL				
Position	Staff Name	Annual Expense	FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School	
Translation and Interpretation		\$ 5,000	0.00	\$ 3,000	0.00	\$ 1,000	0.00	\$ 1,000	0.00	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Speech & Language Pathologist	LaTisha Rodriguez		0.45	\$ 69,768	0.00	\$ -	0.00	\$ -	0.45	\$ 69,768	\$ 69,768	\$ 69,768	\$ 69,768
			0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
TOTAL			0.45	\$ 72,768	0.00	\$ 1,000	0.00	\$ 1,000	0.45	\$ 74,768	\$ 74,768	\$ 74,768	\$ 74,768

PERSONNEL TOTAL			3.58	\$ 410,565	0.06	\$ 8,286	1.28	\$ 111,216	4.92	\$ 530,066	\$ 530,066	\$ 530,066	\$ 530,066
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OPERATIONS			SPED		ERMHS		General Ed		TOTAL				
Expense	per FTE		FTE	Expense	FTE	Expense	FTE	Expense	FTE	Expense	Seneca Contract	Cost to School	
Site Staff Operations		5,600	2.95	\$ 16,520	0.00	\$ -	1.00	\$ 5,600	3.95	\$ 22,120	\$ 22,120	\$ 22,120	\$ 22,120
Leadership Operations		5,400	0.63	\$ 3,423	0.06	\$ 299	0.28	\$ 1,515	0.97	\$ 5,236	\$ 5,236	\$ 5,236	\$ 5,236
OPERATIONS TOTAL				\$ 19,943		\$ 299		\$ 7,115		\$ 27,356	\$ 27,356	\$ 27,356	\$ 27,356

TOTAL DIRECT COSTS				\$ 430,507		\$ 8,584		\$ 118,331		\$ 557,423	\$ 557,423	\$ 557,423	\$ 557,423
Allocable Cost @	14%			\$ 60,271		\$ 1,202		\$ 16,566		\$ 78,039	\$ 78,039	\$ 78,039	\$ 78,039
TOTAL COST				\$ 490,778		\$ 9,786		\$ 134,897		\$ 635,462	\$ 635,462	\$ 635,462	\$ 635,462
										10% Contingency:	\$ 63,546		
										Maximum Comprehensive Budget:	\$ 699,008		

check \$ 635,462 \$ 635,462 \$ 635,462

Cover Sheet

Contract Approval: LCPS and Instruction Partners

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year

Item: B. Contract Approval: LCPS and Instruction Partners

Purpose: Vote

Submitted by:

Related Material:
Lighthouse Community Public Schools.SY2122.Contract 1.Rev.20210506.pdf



Instruction Partners

Partner Service Agreement

Lighthouse Community Public Schools

(SY2122)

May 6, 2021

Partner Services Agreement

A. The Parties.

1. **Instruction Partners, Inc.** (“Instruction Partners”).
2. **Lighthouse Community Public Schools** ("Partner").

B. Term.

Agreement will begin on July 1, 2021 and terminate automatically on June 30, 2022.

C. Services.

During the term of the Agreement, Instruction Partners will provide the following services:

Instructional Support across two (2) schools, Lighthouse and Lodestar

1. Two (2) comprehensive partnership launches
2. Four (4) rounds of observing and collecting evidence across ELA and math
3. Four (4) rounds of action planning across ELA and math
4. Two (2) progress monitoring bundles
 - a. Two (2) virtual mid-year mini walkthroughs
 - b. Four (4) virtual progress monitoring check-ins
5. Eight (8) building and adding capacity support packages
 - a. Four (4) for ELA
 - i. Four (4) days of on-site support
 - ii. Forty (40) hours of virtual partner delivery
 - b. Four (4) for math
 - i. Four (4) days of on-site support
 - ii. Forty (40) hours of virtual partner delivery

D. Financial Arrangements.

1. **Compensation:** \$130,100.00 for the above deliverables.



2. **Payment Schedule:** Payable within thirty (30) days after submission of an invoice by Instruction Partners.
3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
August 5, 2021	\$65,050.00
January 5, 2022	\$65,050.00

E. General Terms and Conditions.

The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

F. Contact Information.

Instruction Partners

Program Contact

Justin Testerman
 Executive Director, Autonomous Partnerships
 justin.testerman@instructionpartners.org
 615.310.6525

Financial Contact

Suzette Johnson
 Accounting Lead
 Instruction Partners
 604 Gallatin Ave., Suite 202
 Nashville, TN 37206
 suzette.johnson@instructionpartners.org
 931.413.9692

Program Contact

Valery Dragon
 Managing Director of Instructional Support
 valery.dragon@instructionpartners.org
 301.712.2839

Contracting Contact

Alexandra Clay
 Partnership Engagement Lead
 alexandra.clay@instructionpartners.org
 713.471.6135

Lighthouse Community Public Schools

Program Contact

Rich Harrison
 CEO
 rich.harrison@lighthousecharter.org
 303.472.6124

Billing Contact

Brandon Paige
 Director of Finance
 brandon.paige@lighthousecharter.org
 6099690284
 433 Hegenberger Road Suite 201, Oakland, CA 94621



G. Signatures.

Instruction Partners

Lighthouse Community Public Schools

Justin Testerman

Rich Harrison

Authorized Signature

Authorized Signature

Signatory: Justin Testerman

Signatory: Rich Harrison

Title: Executive Director, Autonomous Partnerships

Title: CEO

Email: justin.testerman@instructionpartners.org

Email: rich.harrison@lighthousecharter.org

Date: 05 / 06 / 2021

Date: 05 / 06 / 2021



Annex A

General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days’ written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days’ written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners’ discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is cancelled due to weather, school-level emergencies, or public health concerns Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all “aggregate data”. For these purposes, “aggregate data” means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use “aggregate data” for (i) conducting analysis, (ii) publishing and/or publicizing results and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without prior written consent of Instruction Partners, any rights to use any trademarks, trade names or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days’ prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and



any reimbursable expenses properly incurred and documented by Instruction Partners prior to the effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.

IV. Certain Agreements.

Instruction Partners agrees that in providing the services it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise and so is not making any representations or warranties, express or implied, with respect to the services and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying and the Partner therefore acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner's officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of the Instruction Partners services.

VI. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

VII. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

VIII. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.

Signature Certificate

Document Ref.: 3WBRY-BUTAZ-8JB7D-BT3EO

Document signed by:

	<p>Justin Testerman</p> <p>Verified E-mail: justin.testerman@instructionpartners.org</p> <p>IP: 107.77.202.156 Date: 07 May 2021 01:59:43 UTC</p>	<p><i>Justin Testerman</i></p>
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	<p>Rich Harrison</p> <p>Verified E-mail: rich.harrison@lighthousecharter.org</p> <p>IP: 107.210.158.224 Date: 07 May 2021 02:55:29 UTC</p>	<p><i>Rich Harrison</i></p>
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Document completed by all parties on:
07 May 2021 02:55:29 UTC

Page 1 of 1



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Cover Sheet

Contract Approval: LCPS and Altitude Learning

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year
Item: C. Contract Approval: LCPS and Altitude Learning
Purpose: Vote
Submitted by:
Related Material: Altitude and Lighthouse Community Schools - Platform and Services Contract 2021-06-03.pdf

PLATFORM & SERVICES AGREEMENT
Lighthouse Community Public Schools

Date: June 10, 2021

Altitude Learning’s vision is to enable all children to reach their potential. We are an education+technology company that provides software, services and support to a nationwide network of schools with a shared aim of transforming educational experiences for students. We look forward to working with you!

This Platform & Services Agreement (“PSA”) and the attached Platform License Terms and Conditions, which are incorporated herein by this reference, form the entire agreement (the “Agreement”) between AltSchool, PBC, a Delaware public benefit corporation d/b/a (“Altitude Learning”) and the school or school district listed above (“District”) as of June 3, 2021 2(the “Effective Date”). By signing below, you agree that the Terms and Conditions are an integral part of the Agreement and that no other agreement with respect to the subject matter hereof, express or implied, exists between the parties. Neither the PSA nor the Terms and Conditions may be amended except by written agreement of the parties.

Services and Fees:

Starting on or around July 1, 2021 (“Service Commencement Date”), or such other date as will be agreed upon by Altitude Learning and District, Altitude Learning will provide the following services to District (the “Services”) for the fees stated below (“Fees”). District will pay all Fees within thirty (30) days of each applicable due date listed below:

Service	Fees
<p>Core Platform: Licenses to use Altitude Learning’s core educational software platform (the “Core Software Platform”), a set of tools and services that facilitates student-centered learning, including allowing educators to personalize instruction and goals for each student, review and provide feedback on student work, and track student progress and allowing students and parents to communicate with teachers, view assignments, and submit work.</p> <p>Network-wide Licenses & Included Content</p> <ul style="list-style-type: none"> ● Altitude Learning Platform licenses for all educators and students ● Family Stream access with student experience for all guardians ● Integrations with Google ● Customized competencies and rubrics ● Library of high-quality sample units ● Bank of high-quality assessment items tied to CCSS & NGSS 	<p>\$10,000 per site (6 sites)</p>
<p>Virtual Platform Trainings</p> <ul style="list-style-type: none"> ● Admin guide & asynchronous training module with 1 60 min office hour ● Specialists & support staff guide & asynchronous training module with 1 60 min office hour ● 1 Launch Training for all new educators (1-2 hrs total plus asynchronous work) ● 1 site-based Relaunch Training for returning educators (1-2 hrs total & asynchronous work) ● 1 site-based Refresh & Refine Training for educators (1-2 hrs total & asynchronous work) ● 1 site-based 60 min office hours for educators 	<p>\$5,000 per site (4 sites)</p>
<p>Implementation: Implementation of the Core Software Platform, including assistance with account integration and student roster import on a mutually established schedule.</p> <ul style="list-style-type: none"> ● Consultations on assessment strategy and enrollment at beginning of school year ● Biweekly support meetings with network implementation team ● Biannual network-wide review meetings with implementation team and site admin ● Monthly Data Reports on teacher, student and guardian engagement (network & site-based) ● Daily access to a Usage Reports dashboard for all administrators 	<p><i>included</i></p>
<p>Training and PD: Onsite training and professional development (“PD”) or consultation to support the implementation of the Core Software Platform for District’s administrators, educators, students and parents, on a mutually established schedule.</p>	<p>\$20,000</p>

<p>Professional Development (see table below for topics of each Arc based on the Pathway)</p> <ul style="list-style-type: none"> ● Arc 4 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Arc 5 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 4 ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Arc 6 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 5 ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Virtual End of Year Reflection (1 hour virtual call) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 6 ○ Reflect on your year of learning and exploration 	
<p>In addition, the District may order the following custom services described below. Estimated pricing for such services is set forth below and final pricing shall be provided at the time of invoicing. The District may request additional custom services and if Altitude wishes to provide such services, it shall provide estimated pricing for the services and final pricing shall be provided at the time of invoicing.</p> <p>Custom Data Dashboard: Network & School-wide Assessment Data</p> <ul style="list-style-type: none"> ● Updated regularly ● 1 network dashboard, 6 site-based dashboards <p>Custom Data Export: Progress Report Scores</p> <ul style="list-style-type: none"> ● Occurs 6-8 times a year <p>Custom Service Request: Create Courses & Progress Reports for each Course in Aeries</p> <ul style="list-style-type: none"> ● Occurs 1x over the summer in bulk 	<p>\$8,400 Total</p> <p>\$5,000 Total</p> <p>\$110 per Course Copy Estimated total of \$22,00 for 200 courses</p> <p>Optional Total \$35,400</p>
<p>Events: From time to time, Altitude Learning may host regional and national events for partner schools and districts, which include admission, food, and refreshments (“Partner School Events”). Altitude Learning may provide the District with the opportunity to send up to 20 District representatives to select events.</p>	<p><i>included</i></p>
<p>Virtual Support: Ongoing support in sharing best practices to assist in using the Core Software Platform. Support will be available for the District during the hours of 9am-8pm EST Monday through Friday via support email. A dedicated Altitude Learning representative will be assigned to the District to facilitate support needs.</p>	<p><i>included</i></p>
<p>TOTAL COST</p>	<p>\$100,000</p>

Payment Terms for Year 1	District Invoice Contact Information
\$50,000 invoiced 07/01/21 \$50,000 invoiced 1/1/22 All payments due 30 days from invoice date unless otherwise specified.	Lighthouse Community Public Schools 433 Hegenberger Road, Suite 201 Oakland, CA 94621 Attn: Brandon Paige, Director of Finance Email: brandon.paige@lighthousecharter.org Phone: 510.473.8809

Term and Renewal: The term of this Agreement begins the Effective Date and continues until June 30, 2022 (the "Term"). This Agreement will automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Term. Fees for each renewal term will automatically renew except as otherwise agreed in writing by the parties in advance of such renewal.

Parties and contact information:

Altitude Learning	District
AltSchool, PBC d/b/a Altitude Learning 49 Stevenson Suite 1000 San Francisco, CA 94105 Attn: Devin Vodicka Email: devin@altitudelearning.com	Lighthouse Community Public Schools 433 Hegenberger Road, Suite 201 Oakland, CA 94621 Attn: Brandon Paige, Director of Finance Email: brandon.paige@lighthousecharter.org Phone: 510.473.8809

Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that either party is required or desires to give to the other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth on the applicable PSA, or at such other addresses as may be designated by such party. Delivery will be deemed made (i) at the time of service, if personally served, (ii) five (5) days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation).

This PSA may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

ALTSCHOOL, PBC d/b/a ALTITUDE LEARNING:

DISTRICT:

By: _____
 Name: Devin Vodicka _____
 Title: Chief Executive Officer _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

PLATFORM SERVICES TERMS AND CONDITIONS

These terms and conditions for Altitude Learning's Platform License (these "Terms and Conditions"), together with the attached PSA agreed to between the school or district listed thereon ("District") and AltSchool, PBC d/b/a Altitude Learning ("Altitude Learning" or "Company"), set forth the entire agreement by which Altitude Learning will provide the Altitude Learning platform and services listed on the PSA. This Agreement is effective when a completed PSA is executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions have the meaning ascribed to such terms in the PSA.

1. Services. Subject to the terms and conditions of this Agreement, Company will provide services ("Services") to District in accordance with specifications elaborated in one or more PSA(s). All executed PSAs will be deemed incorporated herein by reference. District may access and use the Services solely for educational or administrative purposes and such access and use is expressly limited in accordance with this Agreement.

2. Fees, Invoicing and Taxes.

(a) **Fees and Invoicing.** District will pay Company the amounts set forth in the applicable PSA at the times and in the manner set forth therein. Payments are due net thirty (30) days from the date of invoice unless otherwise agreed by the parties in the applicable PSA. If payment is not made within thirty (30) days after the invoice due date, Company may, in its sole discretion, choose to do any or all of the following: (i) charge District a late fee on the unpaid balance at the lesser of one percent (1.0%) per month or the maximum lawful rate permitted by Applicable Law, or (ii) suspend District's and Authorized Users' right to access and use the Services, during which time District will continue to be charged for any period of suspension.

(b) **Taxes.** All fees and charges listed for the Services are exclusive of any sales, use, value-added, withholding and other taxes, duties and other governmental charges that may be imposed by any federal, state or local government or taxing authority on the use or provision of the Services or the payments made by District hereunder (collectively, "Taxes"). District will be responsible for and will pay all such Taxes, excluding any taxes based on Company's net income. Notwithstanding the foregoing, if District is entitled to an exemption from any Taxes, District may submit to Company a valid tax exemption certificate (in a form reasonably acceptable to Company) and income tax withholding certificate or other documentation acceptable to the applicable taxing authorities within fifteen (15) days of the first invoicing date.

3. Proprietary Rights.

(a) **Ownership.** Company and its licensors own all right, title, and interest in and to the Services and the Platform, including, without limitation, any and all patents, patent applications, copyrights, trade secrets, trademarks and other intellectual property rights therein, and all modifications, improvements, upgrades and derivative works related thereto. District acknowledges that the rights granted to District under this Agreement do not provide District with title to or an ownership interest in the Services. All rights in the Services not expressly granted to District hereunder are reserved by Company.

(b) **Rights in Platform Granted by Company.** Subject to District's compliance with the terms of this Agreement, Company grants District and Authorized Users a limited non-exclusive, non-transferable, non-sublicenseable license to access the Platform by and to use the Platform solely for educational or administrative purposes. Company reserves all rights in and to the Platform not expressly granted to District under this Agreement.

(c) **Restrictions.** District shall not directly or indirectly infringe or misappropriate any intellectual property rights of Company. Unless otherwise expressly permitted in this Agreement, District will not, directly or indirectly: (i) copy, reproduce, modify, translate, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to the Service; (iii) sell, resell, encumber, sublicense, time-share, lend, transfer, lease, rent, distribute, or otherwise make available the Services to or for the benefit of any third party; (iv) attempt to interfere with or disrupt the Services or attempt to gain access to any systems or networks that

connect thereto (except as required to access and use the Services); (v) allow access to or use of the Services by anyone other than Authorized Users; (vi) take any steps to circumvent security practices for accessing and using the Services, including by circumventing features in the Platform for tracking and reporting data usage or the number of individual users or by multiplexing or sharing individuals' access to and/or use of the Services through any method; or (vii) authorize or knowingly permit a third party to do any of the acts set forth in this Section 3(c). District shall not allow the removal or modification of any proprietary notice made part of the Platform or any other component of the Services.

(d) **Feedback.** If District provides Company with any feedback, reports of errors, comments or suggestions for improvements to the Services ("Feedback"), District grants to Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable license to use all such Feedback for any purpose without any obligation to District of any kind.

4. Representations and Warranties. District represents and warrants to Company that: (a) District has the legal power to enter into this Agreement, (b) District is in compliance with (and will remain in compliance with) all Applicable Laws that govern its operation of a school and its activities in connection therewith, including without limitation all Applicable Laws: (i) that govern the administration of background checks on teachers and school personnel and the use of the results obtained therefrom; and (ii) that set forth any requirements with respect to obtaining any required permissions or consent(s) for the use, collection, disclosure, sharing or transfer of confidential information, including Student Data, under the Family Education Rights Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). To facilitate Company's provision of the Services under this Agreement, District will share Student Data with Company pursuant to the FERPA "District Official" exception; (c) District owns or has all rights in District Data and Educational Content that are necessary and sufficient for District to use District Data and Educational Content in connection with the Services, and to grant the rights to Company, as contemplated by this Agreement; and (d) prior to using any curriculum in connection with the Services (whether inputted by District or by Company on behalf of District), District will have proper licenses to use such curriculum.

5. Obligations.

(a) **Cooperation.** As a condition to Company's obligations under this Agreement, District will (i) provide Company with good faith cooperation and access as may be reasonably required by Company in order to provide the Services; (ii) provide Company with such personnel assistance and resources as may be reasonably requested by Company from time to time; and (iii) carry out in a timely manner all other District responsibilities set forth in this Agreement, including any applicable PSA.

(b) **Networking and Technology.** District acknowledges and agrees that District's and its Authorized Users' use of the Services is dependent upon access to appropriate telecommunications and Internet services. District agrees to install sufficient network capabilities, ensure that each student and teacher possesses a suitable device, and meet information technology capabilities necessary to support the Services. Company will not be responsible for any loss or corruption of data, lost communications or any other loss or damage of any kind arising from any such telecommunications and Internet services, including without limitation District's failure to provide the necessary telecommunications or Internet services.

(c) **Consent for Students.** District will obtain any consents from the parents or legal guardians of students as may be required under Applicable Law for such students to access and use the Services.

6. Term and Termination.

(a) Term. The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect until the expiration of all service terms set forth in any applicable PSA (“Service Terms”).

(b) Termination. Either party may terminate this Agreement for breach if: (i) the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. Either party may terminate this Agreement at any time for convenience upon sixty (60) days’ written notice to the other party.

(c) Effect of Termination. Upon any expiration or termination of this Agreement (i) the rights and licenses granted by Company to District hereunder will automatically terminate; (ii) District and Authorized Users will promptly cease all use of the Services; (iii) District will pay all amounts due to Company within thirty (30) days from the effective termination or expiration date; and (iv) each party shall return or destroy and will make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party, provided that Company may retain a copy of all District Data in its possession of control and may retain and use all such District Data consistent with the right granted to Company under Section 7(a). Upon the expiration or termination of this Agreement, at District’s request, Company will provide District with a copy of all District Data in its possession or control, subject to District’s payment to Company of all reasonable expenses incurred by Company in providing such District Data to District. All fees paid as of the expiration or termination of this Agreement will be nonrefundable. Termination of this Agreement will not limit either of the parties from pursuing any other remedies available to it, including injunctive relief. The rights and obligations of Company and District contained in Sections 2, 3, 6(c), 7, 8, 9, 10, and 11 will survive any expiration or termination of this Agreement.

7. Data Collection, Ownership, and Use; Privacy.

(a) District Data and Educational Content. As between Company and District, District will retain all ownership rights in District Data and Educational Content. Except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company a non-exclusive, worldwide, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of District Data in connection with Company’s provision of the Services to District, to improve Company’s products and services, to monitor compliance with this Agreement, and for education, administration, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes. Additionally, except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of Educational Content and any works derived from such Educational Content, in any form, format, or medium, of any kind now known or later developed, in any manner, and to license or permit others to do so.

(b) Anonymized/Aggregated Data. The parties agree that Company shall retain all ownership rights in Anonymized/Aggregated Data. Company may use Anonymized/Aggregated Data for any business purpose during or after the term of this Agreement, including without limitation in connection with Company’s provision of the Services to District, to improve Company’s products and services, to monitor compliance with this Agreement, and for education, administration, promotion, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes.

(c) Data Management and Backup. Company agrees to use reasonable administrative, technical and physical measures, consistent with Applicable Law and commercial best practices to

protect the confidentiality and integrity of District Data in its possession or control. Company will not use information through which any individuals may be personally identified to engage in targeted advertising to students. Company will use its commercially reasonable efforts to regularly back up District Data, Educational Content, and Student-Created Content.

(d) Data Restoration. In the event of any loss or corruption of any of District Data, Educational Content, or Student-Created Content that is stored on or processed by the Services, Company will use its commercially reasonable efforts to restore the lost or corrupted District Data, Educational Content, or Student-Created Content from the last backup maintained by Company. In the event of an unauthorized disclosure of Student Data, Company will provide notice to District, and District will provide any notices to affected parents, legal guardians, or eligible students in accordance with Applicable Law. DISTRICT ACKNOWLEDGES AND AGREES THAT, IF COMPANY HAS MADE COMMERCIALY REASONABLE EFFORTS TO REGULARLY BACK UP DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT, COMPANY’S EFFORTS TO RESTORE LOST OR CORRUPTED DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT PURSUANT TO THIS SECTION 7(D) WILL CONSTITUTE DISTRICT’S SOLE AND EXCLUSIVE REMEDY AND COMPANY’S SOLE LIABILITY IN THE EVENT OF ANY LOSS OR CORRUPTION OF DISTRICT DATA, EDUCATIONAL CONTENT, OR STUDENT-CREATED CONTENT.

(e) Privacy. The Privacy Policy at www.altitudelearning.com/privacy-policy governs any personal information that District and Authorized Users provide to Company. Company may amend this Privacy Policy from time to time in its sole discretion.

(f) Authorized Use Policies. District acknowledges and agrees that Company does not monitor communications or data transmitted through the Services and that Company will not be responsible for the content of any such communications or transmissions. District will use the Services exclusively for authorized and legal purposes, consistent with all Applicable Law and the rights of others. District will keep confidential and not disclose to any third parties (and will ensure that Authorized Users keep confidential and not disclose to any third parties) any user names, passwords, authentication credentials, account numbers or account profiles. District is solely responsible for all activities that occur under the Authorized Users’ accounts, whether or not the Authorized Users know about such activities, and District shall be solely responsible for all claims and liabilities resulting from Authorized Users’ use of the Services.

8. Indemnification.

(a) Indemnification by Company. Company agrees to defend, indemnify and hold harmless District and its affiliates, successors, transferees and assignees from and against any damages, liabilities, costs, expenses and fees (including reasonable attorneys’ fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising or resulting from a claim by any third party that the Services, as provided by Company to District within the scope of this Agreement, infringe upon any copyright, patent, trademark, trade secret or other intellectual property right of the third party. Company will have no liability to indemnify or defend District to the extent that a claim of infringement arises from: (i) the combination, operation or use of the Services with equipment, devices, software or data (including without limitation District Data or Educational Content) not supplied by Company, if a claim would not have occurred but for such combination, operation or use; or (ii) unauthorized modifications or uses of the Services, if a claim would not have occurred but for such unauthorized modifications or uses.

(b) Indemnification by District. District agrees to defend, indemnify and hold harmless Company and its affiliates, successors, transferees, and assignees from and against any damages, liabilities, costs, expenses and fees (including, reasonable attorneys’ fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising out of or resulting from a claim by any third party: (i) based on a breach by District of any of its representation or warranties under, this Agreement; (ii) that information, materials or other content supplied or developed by District in connection with

the Services (including Educational Content) infringes upon any copyright, patent, trademark, trade secret, privacy rights or other intellectual property or proprietary rights of the third party; (iii) based on District's or an Authorized User's access to or use of the Services (other than a claim for which Company is responsible under Section 8(a)); (iv) the operation of District's business, including District's website; or (v) based on any of the conditions described in Sections 8(a)(i) or (ii).

(c) Procedure for Indemnification. The indemnified party will promptly notify the indemnifying party in writing of any claim, action, demand or lawsuit for which the indemnified party intends to claim indemnification hereunder (provided, however, that the failure to give such notice will not relieve the indemnifying party from its obligations hereunder, except to the extent that the indemnifying party is prejudiced by such delay). The indemnifying party has the right to take sole control of the defense and settlement of all actions that are indemnified against hereunder; provided, however, District will not have the right to settle or compromise any claim without the written consent of Company, which consent will not be unreasonably withheld or delayed. The indemnified party will reasonably cooperate with the indemnifying party and its legal representatives, at the indemnifying party's expense, in the investigation, defense and settlement of any action covered by this Section 8.

9. Limitation of Liability and Warranty Disclaimers. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF DISTRICT'S ACCESS TO AND USE OF THE SERVICES REMAINS WITH DISTRICT. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES EXCEED THE TOTAL FEES PAID BY DISTRICT IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF USE, REVENUE, INCOME, PROFITS, DATA, BUSINESS, GOODWILL OR OTHER ECONOMIC LOSS) OR FOR THE COSTS OF PROCURING REPLACEMENT SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND WHETHER OR NOT A PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. District assumes sole responsibility and liability for results obtained from the uses of the Services and for conclusions drawn from such uses. Company will have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company by District in connection with the Services or any actions taken by Company at District's direction. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

10. Confidential Information.

(a) Definition of Confidential Information. As used herein, "Confidential Information" means any technical or business information disclosed by one party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving

party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms of this Agreement are Confidential Information to the extent permitted by law and, as to such Confidential Information, each party will be deemed a receiving party thereof. Confidential Information will not include any information that: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it without breach of a confidentiality obligation owed to the disclosing party; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

(b) Confidentiality. Each party agrees, during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement: (i) to maintain the other party's Confidential Information in confidence using at least the same degree of care as it uses to protect the confidentiality of its own confidential information of similar importance, but no less than a reasonable degree of care; (ii) not to disclose such Confidential Information to any third parties, except as permitted by this Agreement, including, but not limited to, disclosure to any employees, agents or contractors who have a need to know such Confidential Information for the performance or enforcement of this Agreement and are bound by obligations substantially similar to those set forth herein; and (iii) not to use any such Confidential Information for any purpose except as necessary for the performance or enforcement of this Agreement, the exercise of any rights under this Agreement or as permitted by the Terms of Service applicable to the Services (as may be amended from time to time).

(c) Compelled Disclosure. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will promptly provide the disclosing party with notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest or limit the disclosure.

11. Miscellaneous.

(a) Relationship of the Parties. Company agrees to perform the Services solely as an independent contractor. No employer and employee relationship exists between Company and District, either under common law or any statute. Nothing in this Agreement will be construed to create any actual or apparent agency, association, partnership, joint venture, or franchiser-franchisee relationship.

(b) No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Nothing in this Agreement will be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

(c) Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

(d) Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety (including all PSAs, addenda and exhibits), without consent of District, to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) Entire Agreement; Amendment. This Agreement, including all PSAs, exhibits and addenda, constitutes the entire agreement and understanding between the parties regarding the subject matter thereto, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter

thereto. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any PSA, exhibit or addendum, the terms of such PSA, exhibit or addendum will prevail.

(f) Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach will not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(g) Subcontracting. Company may, at its option, subcontract the provision of the Services in part. As between Company and District, Company will remain responsible for any acts or omissions of its subcontractors.

(h) Publicity and Brand Guidelines. During the term of this Agreement, the parties will make reasonable efforts to work cooperatively to promote their relationship. Each party hereto hereby grants the other a limited, non-transferable right and license to use the other party's name, trade name, or trademark (its "Mark," and ALTSCHOOL the Company's Mark), in advertising and marketing material, including on the parties' respective websites and in press releases or other promotional material, for the purpose of informing customers, potential customers, and other members of the public that District has obtained Services from Company and is a member of Company's partner school network. Each of the parties shall use the other's Mark in plain text form only. If at any time District or Company provides the other party with additional guidelines or specifications ("Guidelines") for use of its mark, the party receiving the Guidelines shall comply with those Guidelines and shall promptly cease use of any materials that do not comply with the Guidelines. Upon termination of this Agreement, each party agrees to cease all use of the other's Mark and to cease the distribution of all materials bearing that Mark. Either party may, in its sole discretion, revoke such other party's right to use its Mark under this Section 11(h) without affecting the validity, legality, and enforceability of the remaining provisions of this Agreement.

(i) Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California without regard to any conflict of laws principles.

(j) Non-exclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(k) Mediation and Arbitration. (i) If a dispute between the parties arises from or relates to this Agreement or the breach thereof (a "Dispute"), and if the Dispute cannot be resolved through direct discussions between the parties, the parties agree to endeavor first to resolve the Dispute through a non-binding mediation hearing administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Each party will appoint a senior executive with the authority to resolve the Dispute to participate in such a mediation hearing and may be represented by counsel at the mediation hearing. The mediation hearing will be completed in not more than sixty (60) business days. The parties will each bear their respective costs incurred in connection with a mediation hearing, except that they will share equally the fees and expenses of the mediation service, including the fees of the mediator. (ii) The parties further agree that any Dispute that is unresolved by the foregoing mediation hearing will be finally settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (the "Rules") and the terms of this Agreement. The terms of this Agreement will control in the event of any inconsistency between such terms and the Rules. The arbitration will be conducted by a single arbitrator reasonably familiar with the technology and business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's notice of arbitration, then the AAA will appoint the arbitrator in accordance with the Rules. The award of the arbitrator will be in

writing setting forth findings of fact and conclusions of law. Judgment on the award rendered by the arbitrator will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing provisions, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute, controversy or claim related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights or Confidential Information.

(l) Force Majeure. Neither party will be responsible for any failure of or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, acts of God, fire, flood, storm, earthquakes or other natural catastrophe; explosions; embargoes; labor disputes; denial-of-service attacks; material shortages; terrorist actions; actions of governmental authorities; insurrection; strikes, riot, lockouts, or war; or inability to obtain access to any premises or facility required to provide the Services.

(m) Additional Definitions:

"Anonymized/Aggregated Data" means (i) data generated by anonymizing or aggregating District Data or Educational Content, such that all personal identifiers are removed, or (ii) anonymous learnings, statistics, logs and other data regarding use of the Services from which no individual user may be identified.

"Applicable Law" means all federal, state and local laws and regulations including, without limitation: privacy, data or information security, and educational laws and regulations.

"Authorized User" means an employee, contractor or student of District or a parent of a student of District who has been assigned unique authentication credentials to access and use the Services.

"District Data" means any and all data, information or other materials regarding the District provided by District or an Authorized User to Company or generated by or through the Services. District Data includes, without limitation, Student Data. District Data does not include Educational Content.

"Platform" means any software application that Company makes available for use in connection with the Services, as further described in the PSA.

"Educational Content" means any content provided by an educator or the District and uploaded through the Platform or otherwise transmitted to Company, including but not limited to lessons, educational units, curricula, and assessments.

"Student-Created Content" means any content generated by a student and uploaded through the Platform or otherwise transmitted to Company.

"Student Data" means student pupil record information provided by a school, the District, or a parent.

Cover Sheet

Contract Approval: LCPS and EL Education

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year

Item: D. Contract Approval: LCPS and EL Education

Purpose: Vote

Submitted by:

Related Material:

FY22 NS Pricing Calculator - Lighthouse Community - EL Education.pdf

FY22 NS Pricing - Lodestar Community Charter - EL Education.pdf

FY 22 Network Schools Pricing Calculator

Pricing Group	3+ Partners (CL)		Delivery Method	In-Person
Partner Name	Lodestar Community Charter			
Product	Minimum Requirements	Additional units	Unit Price	FY21 Contract Value
Direct Service Day- Clustered	20		\$ 1,550.00	\$ 31,000.00
Direct Service Day- Non-Clustered	0		\$ 1,750.00	\$ -
Direct Service Day- Mentor	0		\$ 1,200.00	\$ -
Virtual Summit	4		\$ 450.00	\$ 1,800.00
1-Day Institute Slot#	0	3	\$ 300.00	\$ 900.00
3-day Institute Slots#	0	3	\$ 900.00	\$ 2,700.00
Site Seminars	0	4	\$ 500.00	\$ 2,000.00
Regional Leadership Cohorts	2	2	\$ 900.00	\$ 3,600.00
Mentor School Package*	0		\$ 10,800.00	\$ -
			Delivery Method Discount %	0.00%
			Total Contract Value	\$ 42,000.00

Pricing Calculator

This pricing calculator will provide a quick reference tool for you to see the potential contract value of FY22 Network School contracts

Directions:

Step 1. Select the pricing group your Network Partner will fall into in FY22 in **Cell B2** (highlighted yellow)

Step 2. Input additional direct service products the partner is interested in purchasing in column C. On the institute worksheet tab add seat selections for National Institutes.

Step 3: Select the service delivery option the partner has requested for the upcoming year.

The total value of the contract for FY22 will auto-populate in **Cell E21**.

Notes:

FY 22 Network Schools Pricing Calculator

Pricing Group	3+ Partners (CL)		Delivery Method	Hybrid
Partner Name	Lighthouse Community			
Product	Minimum Requirements	Additional units	Unit Price	FY21 Contract Value
Direct Service Day- Clustered	20		\$ 1,550.00	\$ 31,000.00
Virtual Summit	4	0	\$ 450.00	\$ 1,800.00
1-Day Institute Slot#	0	3	\$ 300.00	\$ 900.00
3-day Institute Slots#	0	3	\$ 900.00	\$ 2,700.00
Site Seminars	0	4	\$ 500.00	\$ 2,000.00
Regional Leadership Cohorts	1	3	\$ 900.00	\$ 3,600.00
			Delivery Method Discount %	0.00%
			Total Contract Value	\$ 42,000.00

Pricing Calculator

This pricing calculator will provide a quick reference tool for you to see the potential contract value of FY22 Network School contracts

Directions:

Step 1. Select the pricing group your Network Partner will fall into in FY22 in **Cell B2** (highlighted yellow)

Step 2. Input additional direct service products the partner is interested in purchasing in column C. On the institute worksheet tab add seat selections for National Institutes.

Step 3: Select the service delivery option the partner has requested for the upcoming year.

The total value of the contract for FY22 will auto-populate in **Cell E21**.

Notes:

Cover Sheet

Contract Approval: LCPS and ANET

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year
Item: E. Contract Approval: LCPS and ANET
Purpose:
Submitted by:
Related Material: 2021-2022_ANet_agreement_with_Lighthouse_Comm (1).pdf



Program Agreement

This Program Agreement (this “Agreement”) is between The Achievement Network, Ltd., a Massachusetts nonprofit corporation with a principal place of business at 177 Huntington Ave Ste 1703, PMB 74520, Boston, Massachusetts, 02115-3153 (“ANet”) and the Partner listed below (“Partner”). Each of ANet and Partner may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement includes, collectively, (1) this Cover Sheet, (2) the attached Program Description Page, (3) the attached Partner Data Page, and (4) the attached Standard Terms and Conditions.

Partner: Lighthouse Community Public Schools
Address: 433 Hegenberger Road, Suite 201, Oakland CA, 94621

Invoicing Contact: Brandon Paige	Invoicing Email: brandon.paige@lighthousecharter.org
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Effective Date: The earlier of (a) the date this Agreement is last signed below, and (b) the provision of services by ANet to Partner hereunder.	
Program Dates: July 1, 2021 - June 30, 2022	
Fees and Payment Schedule:	
School Program Fee:	\$ <u>36,000.00</u>
Assessment Format:	Online Assessments
Online Assessment Fee:	\$ 11,890.00 <i>waived</i>
System Support Fee:	\$ <u>33,000.00</u>
Total Fees:	\$ <u>69,000.00</u>
Total Payment:	\$ <u>69,000.00</u>
Payment Information:	
50% of Fees due by September 1, 2021	\$ <u>34,500.00</u>
Balance of Fees due by October 1, 2021	\$ <u>34,500.00</u>

Each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such Party.

PARTNER

By: _____
 Print Name: Rich Harrison
 Title: CEO
 Date: _____

THE ACHIEVEMENT NETWORK, LTD.

By: Sarah Ledon
DocuSigned by: Sarah Ledon
 Print Name: Sarah Ledon
 Title: Executive Director, Partnerships
 Date: 7/22/2021

Program Description: ANet will provide:

1. ONLINE PLATFORM

Access for every teacher and administrator to ANet’s online platform myANet, containing

- a. RESOURCES
 - i. Planning – Resources, protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, Standards and Objectives Guides aligned to rigorous learning Standards, and example lesson or instructional plans
 - ii. Professional Learning materials - sessions, videos, and virtual learning modules that provide guidance on planning from texts and standards and teaching and learning cycle practices
 - iii. Platform materials - screencasts and guides to using features found on myANet
- b. ASSESSMENT MATERIALS
 - i. Up to 1 diagnostic assessment in Mathematics for grades 2,3,4,5,6,7,8 and in Algebra I, Geometry, and Algebra II
 - ii. Up to 2 reading fluency diagnostic assessments in ELA for grades 2,3,4,5,6,7,8,9,10,11
 - iii. Up to 4 regularly scheduled interim assessments in Mathematics for grades 2,3,4,5,6,7,8 and in Algebra I, Geometry, and Algebra II
 - iv. Up to 4 regularly scheduled interim assessments in English Language Arts for grades 2,3,4,5,6,7,8 and up to 3 regularly schedule interim assessments for English Language Arts grades 9,10,11
 - v. Quiz Tool access – Assessment tool for teachers
- c. REPORTING AND ANALYSIS
 - i. Online Reports containing analysis of scheduled interim assessment results (the “Reports”), which include:
 - 1. Partner student summaries by whole school, class, grade and student level
 - 2. Item analysis by grade
 - 3. Partner Network comparisons and out of Network comparisons available through <https://my.achievementnetwork.org>. A “Network” includes all ANet Partner schools assigned to Partner’s Network. “Partner’s Network” includes all schools sharing the same Schedule of Assessed Standards as Partner.
 - 4. Online Quiz Tool Reports containing Quiz Tool results at the class and student level.
 - ii. Math Diagnostics reporting

2. INTERIM ASSESSMENT LOGISTICS AND SUPPORT

- a. If purchasing paper-based assessments:
 - i. Printing of paper assessments as determined by Partner (additional fees apply)
 - ii. FedEx pick-up at school site for paper assessment answer sheets
 - iii. Scanning and scoring for multiple choice portions of assessment answer sheets
- b. If purchasing online assessments:
 - i. Electronic delivery for all scheduled interim assessment materials and answer sheets
 - ii. Coordinating set-up for access to online assessments including login-ins
 - iii. Scoring for machine scored portions of assessment
- c. Logistics training for key personnel at school site
- d. Ongoing support via phone, email, and chat (available for diagnostics as well)

3. TRAINING AND COACHING

- a. Partner specific coaching/training sessions (as agreed to between ANet’s coach and Partner)
- b. The number of coaching interactions provided is based upon Partner’s purchased service model
- c. Coaching interaction topics are focused by the Partner’s instructional priorities and practice level and vary depending on Partner needs
- d. The focus of coaching interactions may include but are not limited to any of the following:
 - i. Beginning of Year meetings (late spring/early summer or late summer: set focus and priorities for the year; map out overall approach for coaching interactions



- ii. Partnership Kick-Off Meeting: orient teachers and leaders around partnership, instructional purpose of assessments (if purchased by Partner), and tools
- iii. Classroom observations with school leadership
- iv. Planning Support with leaders/Instructional Leadership Team (based on need)
- v. Data Meeting Support with leaders/ILT (based on need)
- vi. Observations of adapted instruction with school leadership
- vii. Mid-Year and End of Year Meetings to monitor and review progress

4. SYSTEM SUPPORT

- a. Assessment Strategy – Coaching & Implementation
 - i. ANet shall provide up to 20 interactions, not to exceed 40 total hours in duration. ANet will engage with key stakeholders to advance progress in a set of key areas of focus, which will include a subset of the following:
 - 1. Support to system leaders on implementation and the appropriate use of the selected assessments and other data points to inform instruction by:
 - a. Designing a communication plan for teachers, leaders and families;
 - b. Developing and leading PD to support system leaders’ data interpretation using a continuous cycle of improvement;
 - c. Addressing equity through a plan for improving equitable instruction;
 - d. Implementing, utilizing and supporting PLCs to analyze assessment (formative, interim and summative) to drive system-wide change.

5. PARTNER RESPONSIBILITIES

- a. Partner will work with its information technology team to ensure that emails from ‘achievementnetwork.org’ are not blocked or filtered as spam.
- b. Partner will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Partner will provide to ANet by the end of the applicable calendar year school-level targets for state assessments.

6. PARTICIPATING SCHOOLS

School	Service Model	Projected ANet Enrollment	Online Assessment Fee ²	Program Fee
Lighthouse Community Charter School	Tools Only	647	\$6,470.00 waived	\$20,000.00
Lodestar Community Charter School	Tools Only	542	\$5,420.00 waived	\$16,000.00
Totals		1,189	\$0.00	\$36,000.00

¹ Online assessment fees of \$10/student are waived for the 2021-2022 school year.

Note: Due to the continuing pandemic, ANet is able and prepared to provide its services virtually. ANet will take into account CDC guidance, state and local regulations and guidance, the Partner’s health and safety COVID-19 response plan, and its and the Partner’s internal policies. If the parties agree that on-site work is necessary and safe for ANet employees, ANet staff will be provided with the requisite Personal Protective Equipment prior to commencing on-site work and will be instructed to follow all applicable Partner health and safety procedures. ANet reserves the right to discontinue on-site work at any time and perform such services to Partner virtually if ANet determines in good faith that cessation of on-site visits is necessary to protect the health and safety of its personnel.

Program Agreement

Partner Data Page

Partner Data:

Partner will provide the following information:

1. For the year prior to the Program Start Date, and all years during the Program (Optional):

a. *To be provided when available:*

- i. State assessment outcomes (1) by student, including student demographic information, scaled scores, and proficiency levels, and (2) by grade, including number of students at each proficiency band and total number of students tested.

b. *To be provided by the end of the applicable calendar year, or when available:*

- i. School-level demographics, including (1) total enrollment, (2) percentage of students in each race/ethnic category, (3) percentage ELL/FEP/LEP/NEP, (4) percentage special education/students with disabilities, (5) percentage FRL, and (6) Title I status.

2. For all years during the Program:

a. *To be provided within six (6) weeks of the beginning of the applicable school year:*

- i. Required Student information, including (1) first name, (2) last name, (3) birthdate or SASID, (4) grade. This information should be updated regularly within the online platform to reflect changes in the student body.
- ii. Required Enrollment information, including (1) class name, (2) subject, (3) teacher first name, (4) teacher last name, (5) teacher email for access to myANet
- iii. Optional Student Information, including (1) race/ethnicity, (2) FRL, ELL/FEP/LEP/NEP, special education status



Program Agreement

Standard Terms and Conditions

BACKGROUND

ANet offers a program consisting of educational services and materials, including an online platform (the “Platform”), curriculum and teaching resources, assessment materials, assessment analysis, training and coaching and network events, as described on the Program Description Page (collectively, the “Program”). Partner desires to use the Program in accordance with the terms and conditions set forth herein.

1. THE PROGRAM

1.1 Program: ANet agrees to implement the Program for Partner during the Term. Partner agrees to commit the resources and personnel necessary to fully participate in the Program.

1.2 Use Rights: Subject to the terms of this Agreement and effective as of the Program Start Date (as defined on the Cover Sheet), ANet hereby grants to Partner the following use rights, during the Term:

(a) *Access to the Platform*: a non-exclusive, non-transferable right to access and use the Platform, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(b) *Assessment Materials*: a non-exclusive, non-transferable license to use, reproduce and distribute solely to Permitted Users (as defined below) the Assessment Materials (as defined on the Program Description Page) provided to Partner during the Program, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(c) *Resources*: a non-exclusive, non-transferable license to use and reproduce in hard copy form the Resources (as defined on the Program Description Page) provided to Partner during the implementation of the Program, solely for Partner’s internal, informational purposes related to Partner’s educational mission.

(d) *Other Downloadable Content*: with respect to such additional content and materials that are owned by or licensed to ANet and made available for download by Partner through proper use of the Platform (collectively, “Additional Content”, and together with the Assessment Materials and Resources, “ANet Content”), a non-exclusive, non-transferable license to download a copy of any portion of such Additional Content, and use such Additional Content solely for Partner’s internal education-

related purposes in connection with the implementation of the Program.

1.3 Permitted Users. “Permitted Users” shall mean Partner’s personnel who have a professional need to know or need to access the Platform and ANet Content in connection with the implementation of the Program. ANet will either issue to Partner or authorize a Partner administrator to create and issue to each Permitted User, a user identification number and/or password for access to and use of the Platform. Partner and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. Partner shall be solely responsible for the Permitted Users’ compliance with this Agreement, and for any and all activities that occur under Partner’s account. Partner will restrict Permitted Users from sharing passwords. Partner will immediately notify ANet of any unauthorized use of Partner’s account or any user identification number and/or password, or any other breach of security known to Partner. Partner will ensure that it has obtained any and all necessary and appropriate consents from students and parents to (a) provide student personally identifying information to ANet, and (b) establish student accounts and student access to the Platform. ANet will have no liability for any liability arising from Partner’s failure to comply with the terms set forth in this Section.

1.4 Restrictions. The rights and licenses set forth in Section 1.2 are granted subject to the following restrictions:

(a) The Platform and ANet Content shall be used or accessed only by Permitted Users during the Term (as defined below);

(b) Results of the Assessment Materials may not be used for the purposes of evaluating or determining the employment status of personnel of Partner;

(c) Partner shall not, directly or indirectly, and Partner shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Program or the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform or any elements of the Program, or otherwise commercially exploit or make available to any third party any portion of the Platform or Program; (iv) use the Program for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any



person or entity other than for the benefit of Partner and Permitted Users at Partner’s facility; (v) remove any proprietary notices from any materials furnished or made available to Partner; (vi) publish any evaluation of the Platform without ANet’s prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (viii) use or access the Platform from or for the benefit of any facility or location other than the Partner’s primary facility; (ix) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (x) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANet Content; or (xi) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortuous content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Ownership; Reservation of Rights. Subject only to the rights expressly granted to Partner under this Agreement, as between ANet and Partner, all rights, title and interest in and to the Platform and the ANet Content, and any other ANet materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet’s licensors and providers, as applicable.

1.6 Feedback. The Parties acknowledge that Partner or Permitted Users may, from time to time, provide to ANet ideas, feedback and suggestions about the Platform (collectively, “Feedback”). ANet and its licensors and providers shall be free to use such Feedback as they see fit without obligation of any kind to Partner.

2. PARTNER MATERIALS; PARTNER DATA; PARTNER GENERATED CONTENT

2.1 Partner Materials and Partner Data. “Partner Materials” means any and all information or materials provided to ANet by Partner in connection with the implementation of the Program, including, without limitation, the Partner Data and student performance results on the scheduled interim assessments (as defined on the Partner Data Page).

2.2 Provision of Partner Materials. Partner agrees to provide ANet with all Partner Materials necessary or desirable for ANet to implement the Program, including without limitation the Partner Data. Such Partner Materials shall be provided promptly when requested or otherwise agreed by the Parties, provided that the Partner Data shall be provided in accordance with the timing set forth on the Partner Data Page. Partner acknowledges that timely provision of such

Partner Materials is essential to the success of the Program. Partner represents to ANet that it has all necessary rights to provide such Partner Materials (including the Partner Data) to ANet.

2.3 Access to Partner Data Through State and Other Agencies. Partner agrees to allow relevant agencies, including but not limited to the state education agency or local education agency to directly release registration, demographic and performance data for Partner to ANet.

2.4 License to Partner Materials. Subject to the terms and conditions of this Agreement, Partner hereby grants to ANet a worldwide, non-exclusive, irrevocable, assignable, royalty-free, perpetual license to use, reproduce, distribute, display and create derivative works of Partner Materials in connection with the implementation of the Program.

2.5 Reports. Partner acknowledges and agrees that Partner Data, and the student performance on the scheduled interim assessments at the grade, school and organizational level, may be disclosed, published, distributed and otherwise used by ANet in Reports (as defined on the Program Description Page) provided to Partner. Such Reports shall comply at all times with Section 5 of this Agreement, as well as with the Family Educational Rights and Privacy Act of 1974 (“FERPA”).

2.6 Aggregate Data. During or following the Term, ANet and its subcontractors shall have the right to disclose, distribute and use any Partner Materials and any other information input into the Platform (“Input Data”), as part of an aggregate set of data that does not identify any such data as being related to any specific Partner student (“Aggregated Data”). Partner acknowledges that ANet and its subcontractors may (a) compile Aggregated Data based on Partner Materials and Input Data, and (b) distribute such Aggregated Data to third parties.

2.7 Use of Partner Materials. Except as otherwise set forth in this Agreement, ANet shall not use, disclose or distribute to third parties Partner Materials other than (a) as part of Aggregated Data, (b) to its subcontractors who require such information in connection with the implementation of the Program, (c) to third parties for research and evaluation purposes, or (d) for its own internal professional development or evaluative purposes to help improve ANet products and services. For clarity, the results of any research described in the foregoing clause (c) may be disclosed, published, distributed and otherwise used by ANet without restriction, provided that Partner Materials is not revealed in such disclosure, publication, distribution or use other than as part of Aggregated Data. Partner hereby grants to ANet and its subcontractors a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce,



modify and distribute the Partner Materials and Input Data in connection with the uses described in the foregoing clauses (a)-(d).

2.8 Partner Generated Content.

(a) Partner is solely responsible for all “Partner Generated Content” (defined below) and Users use of the Partner Generated Content. ANet does not guarantee the accuracy, integrity or quality of Partner Generated Content. ANet obtains no ownership rights to Partner Generated Content. By using ANet’s services, Partner approves of ANet’s right to access, retain, use and disclose Partner Content solely for the purpose of providing Services hereunder.

(b) Partner represents and warrants that it has all necessary rights and authority in the Partner Generated Content to permit ANet to display such content on the Platform without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which it is bound.

(c) During the Term, Partner permits ANet the right to publicly perform, publicly display and digitally perform the Partner Generated Content only on or in conjunction with the use and hosting of the Platform in accordance with the terms of this Agreement. Partner grants no rights other than expressly granted herein, and ANet will not exceed the scope of its license hereunder.

(d) “Partner Generated Content” means any Quiz Tool items or other third party content, tools or resources imported or posted by Partner to the Platform.

2.9 Student Records. With respect to any access by ANet to any “Education Records” (as such term is defined in FERPA held by Partner under or in connection with this Agreement, ANet shall be acting as a legal agent and shall be deemed to be a “school official” (as such term is defined under FERPA) of Partner. As between the Parties, any Education Records protected by FERPA submitted to ANet by Partner in connection with this Agreement shall be deemed the Confidential Information of Partner subject to Section 5. ANet agrees not to disclose any FERPA protected Education Record to any third party except as permitted by FERPA or as authorized or permitted by Partner or this Agreement. ANet will implement or cause to be implemented technical and administrative security measures to protect the confidentiality, integrity and security of the Education Records as further detailed in Section 2.10 below.

2.10 Data Security. ANet certifies that it and, after reasonable investigation, diligence and inquiry, its vendors, consultants, contractors and other parties engaged by ANet in

contact with Partner Materials have established, implemented, and will maintain comprehensive information security programs detailing administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Partner Materials, protect against anticipated threats or hazards to the security and integrity of Partner Materials, protect against unauthorized access to or use of Partner Materials, and provide for the proper disposal of Partner Materials, all as required by applicable law and this Agreement. During the Term, Partner reserves the right to assess ANet’s controls and security practices to ensure compliance with these requirements one time per calendar year, upon 14 business days’ advance notice to ANet and during ANet’s normal business hours. All costs incurred by Partner for such assessments shall be at Partner’s expense.

3. FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. All payments for fees as set forth on the Cover Sheet shall be made by Partner or, if applicable and as set forth on the Cover Sheet, by a sponsoring entity on behalf of Partner, to ANet in accordance with the payment schedule set forth on the Cover Sheet. Payments are non-refundable and cannot be pro-rated. ANet reserves the right to terminate services related to the Program and this Agreement if any payment is more than thirty (30) days past due.

3.2 Printing. Partner is responsible for all printing and printing costs associated with duplicating the Assessment Materials prior to the administration of each assessment, as set forth on the cover sheet.

4. TERM, TERMINATION

4.1 Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for the period set forth on the Cover Sheet (the “Term”).

4.2 Termination. Each Party may terminate this Agreement upon written notice in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.

4.3 Obligations on Termination.

(a) Upon the expiration or termination of this Agreement, Partner shall (a) cease using the Platform and all ANet Content, and (b) promptly return to ANet or, at ANet’s option destroy, all copies of any ANet Content in Partner’s possession or control.



(b) During the 30 days following termination or expiration of this Agreement, ANet will not erase any Partner Generated Content and Partner may retrieve Partner Generated Content from the Platform without assistance from ANet.

4.4 Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.5, 1.6, 2.4, 2.5, 2.6, 2.7, 2.8, 2.10, 3, 4.3, 4.4, 5, 6, 7, 8, 9, 10, 11 and 12.

5. **CONFIDENTIALITY**

5.1 Confidential Information.

(a) *Definition*: “Confidential Information” means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), and (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party; provided, however, that in any event ANet’s Confidential Information shall include (i) all information relating to the Program, including without limitation the ANet Content and the Platform, and (ii) the terms of this Agreement, including without limitation pricing information.

(b) *Exclusions*: Information and data will not be deemed “Confidential Information” if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

(c) *Obligations*: The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party’s Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its

rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, and advisors are bound by ethical duties, in each case respecting such Confidential Information in accordance with the terms of this Section 5.1.

6. **REPRESENTATIONS, WARRANTIES AND EXCLUSIONS**

6.1 Representations and Warranties. ANet represents and warrants to Partner that ANet shall implement the Program in a professional and workmanlike manner. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM AND ANET CONTENT) IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AND ANET DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PARTNER ACKNOWLEDGES THAT ANET DOES NOT WARRANT THAT THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM) WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, OR THAT THE PROGRAM WILL MEET PARTNER’S REQUIREMENTS.

7. **INDEMNIFICATION**

7.1 Indemnification by ANet. ANet shall defend at its expense any claim, suit or proceeding (each, a “Claim”) brought against Partner by any third party to the extent such Claim is based upon a claim that Partner’s proper use of the Platform or any ANet Content in accordance with the terms of this Agreement infringes such third party’s rights under any United States patent or copyright, and ANet shall pay all costs and damages finally awarded against Partner by a court of competent jurisdiction as a result of any such Claim. If Partner’s proper use of the Platform or any ANet Content in accordance with the terms of this Agreement constitutes or in ANet’s opinion might be held to constitute infringement as set forth above, ANet may, at its option, (a) modify the Platform or ANet Content, as applicable, so as to avoid infringement or misappropriation; (b) procure the right for Partner to continue to use the Platform or ANet Content, as applicable; or (c) terminate the Agreement and provide to Partner a refund of the prorated fees. The foregoing indemnity shall not apply to any Claim based upon or arising from any use of the Platform or ANet Content outside the scope of this Agreement or in a manner for which it was not designed.



7.2 Indemnification by Partner. Partner shall defend at its expense any Claim brought against ANet by a third party to the extent such Claim (a) arises out of ANet’s proper use of the Partner Materials in accordance with the terms of this Agreement, or (b) alleges that any Partner Generated Content infringes the intellectual property rights or proprietary rights of others or has caused harm to a third party. Partner shall pay all costs and damages finally awarded against ANet by a court of competent jurisdiction as a result of any such Claim.

7.3 Additional Terms. The foregoing obligations in this Section 7 are subject to the Party that is seeking indemnification (a) promptly notifying the other Party in writing of such Claim; (b) promptly giving the other Party the right to control and direct the investigation, preparation, defense and settlement of such Claim; and (c) giving assistance and full cooperation for the defense of same.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL ANET BE LIABLE TO PARTNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF ANET HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ANET SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PROPERLY PAYABLE BY PARTNER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM.

9. NON-SOLICITATION

During the Term and for one year thereafter, each Party agrees not to solicit, entice or persuade any employee or consultant of the other Party to leave the services of such other Party, provided that the foregoing shall not prevent any Party from employing or engaging such an employee who is responding to a general recruiting solicitation. Without limiting the foregoing, in the event that either Party plans on engaging or employing any person that such Party knows is or was an employee or consultant of the other Party during the Term, such Party must provide prior written notice to the other Party.

10. PUBLICITY

10.1 ANet shall be entitled to (a) identify Partner as a customer of ANet, (b) use Partner’s name in any marketing, promotional or sales literature, or in any other form of publicity, and (c) publicize, by news release or other public

announcements, the existence of an arrangement between the Parties.

10.2 Partner hereby grants permission to take photographic, audio and video recordings of Partner employees, contractors and consultants during sessions with Partner and Partner and Network events. ANet will use such photographic, audio and video recordings only for the purposes of education, professional learning, advertising, promotion, marketing, and/or public relations. Partner waives any right to royalties or other compensation arising or related to the use of such images and recordings. Partner represents that it has all necessary rights to grant such permission to ANet including having acquired all related and necessary consents from its employees, contractors and consultants.

11. DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled as follows: Partners of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties shall meet for one (1) day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Boston, Massachusetts. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. The result of the arbitration shall bind the Parties, and judgment on the arbitrator’s award may be entered in any court having jurisdiction. Each Party shall bear its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties.

12. GENERAL

12.1 Relationship. Nothing in this Agreement shall be construed to place the Parties in an agency, employment,



franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner.

12.2 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Subject to and without limiting Section 11 of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts for any litigation among the Parties hereto arising out of or relating to this Agreement pursuant to Section 12.9.

12.3 No Assignment. Neither Party may assign this Agreement, in whole or in part, or, in the case of Partner, sublicense any of the rights granted herein, in each case without the prior written consent of the other Party, provided, however, that either Party (the "Assigning Party") may assign this Agreement without the written consent of other Party to an entity succeeding to all or substantially all the assets and business of the Assigning Party by merger or purchase, provided that such entity expressly assumes all of the terms and conditions of this Agreement. Any attempted assignment, delegation or transfer by an Assigning Party in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on the Parties and their successors and assigns. For clarity, ANet may subcontract any of its obligations hereunder to a third party.

12.4 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed (and all other provisions) will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

12.5 Force Majeure. ANet shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemics or any public health crisis, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

12.6 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed telecopy or other electronic means; (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Sheet or such other addresses designated pursuant to this Section 12.7.

12.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

12.9 Remedies. Each Party retains all rights not expressly granted hereunder and any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise. Because a breach of any obligations set forth in Sections 5 (Confidentiality), 1.5 (Ownership) and 9 (Non-Solicitation) will irreparably harm a party and substantially diminish the value of a Party's proprietary rights or its Confidential Information, the Parties agree that if either Party believes in good faith that the other Party has or intends to breach any of its obligations thereunder, the other Party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The Parties agree that a Party need not invoke the procedures set forth in Section 11 in order to seek injunctive or declaratory relief.

Cover Sheet

Contract Approval: LCPS and Lunchmasters

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year
Item: F. Contract Approval: LCPS and Lunchmasters
Purpose: Vote
Submitted by:
Related Material: SCHOOLLUNCHSERVICECONTRACT - Lighthouse Community PS 21-22 - Copy.pdf

SCHOOL LUNCH SERVICE CONTRACT (STANDARD)

This agreement is made on June 16, 2021, between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at 601 Taylor Way, San Carlos, California 94070 (hereinafter "Nob Hill") and **Lighthouse Community Public Schools (LCPS)** (hereinafter "Client"). The location(s) at which service is to be provided pursuant to the terms of this Contract is/are:

Lighthouse: 444 Hegenberger Road, Oakland, CA 94621
Lodestar: 701 105th Avenue, Oakland, CA 94603

RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall commence on July 1, 2021 and shall continue in full force and effect until June 30, 2022 unless otherwise terminated pursuant to the termination provisions of this Agreement.

A. If the parties desire to renew this contract renewal shall be completed pursuant to the terms of an addendum signed by the parties hereto, which addendum shall be attached to this contract and shall become a part hereof. If Client desires to terminate this contract without cause, notice of intent to terminate shall be given to Nob Hill a minimum of 60 days before the initial termination date or the termination date of any renewed term of this contract. If Client shall desire to terminate this contract for "cause", as defined below, notice of intent to terminate shall be given by Client a minimum of thirty (30) days prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 16 below. If the parties renew this contract the pricing grid, attached hereto as Exhibit B, shall be modified and attached to any such addendum from time to time.

B. For purposes of termination as set forth in this Paragraph 1, "cause" shall be defined as the willful failure of any party to this contract to substantially perform any duty allocated to that party under the terms of this contract. Cause may

include, but is not limited to, failure to perform the services contracted for by Nob Hill under the terms of this contract or failure of Client to make payment for services rendered in a reasonable and timely fashion.

2. **Services Provided.** Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu. This contract shall be applicable to school lunch service to be provided during the regular school year only. If service is desired for a summer session or any extended school session the parties shall enter into a separate agreement applicable thereto. All meals shall be compliant with the requirements of the National School Lunch Program (USDA) meal patterns and minimum requirements. Payment shall not be required with respect to any meal which is not in compliance with the applicable standards.

B. Prepare and disseminate a method for menu review, ordering and payment online; or

Prepare a method for the school to order meals online on the understanding that the school will be responsible for payment upon invoice.

C. Prepare and institute a program for identification of students who have ordered and paid for meals in a reasonable and efficient manner to be agreed upon.

D. Nob Hill agrees to provide Client with access to and a license to use the Nob Hill proprietary point of sale system known as Mazevo. Client understands that in order to successfully implement and use the point of sale system Client shall be required to provide a laptop computer for each point of sale location with an appropriate internet connection (wifi or wired). In addition, Client will be required to acquire an appropriate bar code scanner for use with the system. In exchange for use of the proprietary point of sale system developed and owned by Nob Hill, Client agrees to pay a monthly or annual licensing fee of \$ 0.00 . If this agreement has been cancelled by either party and Client is no longer receiving meal service provided by Nob Hill, and after termination Client requires Nob Hill to produce documentation necessary for its use in an audit or other procedure, Client agrees to pay a reasonable fee to Nob Hill for retrieval and production of any such requested documentation.

E. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with institution and performance of a school lunch program during the regular school year.

F. Section 104(d) amended Section 12 of the NSLA (42 U.S.C. 1760) to require state funding agencies participating in the National School Lunch Program to purchase for the program, to the extent practicable, domestic commodities or products.

For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51% of the processed food comes from American produced products). Nob Hill hereby certifies that the percentage of U.S. content in the products supplied to Client shall be in compliance with this program requirement. Client reserves the right to review vendor purchase records to insure compliance with the buy American provisions. Nob Hill shall comply with the buy American provision for all contracts that involve the purchase of food as required by Title VII, C.F.R., Part 210.21(d).

3. **Delivery, Charges and Billing.**

A. The basic price per meal served and ordered online shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties.

1. With respect to basic price meal service and reduced charge meal service ordered and paid online by students or their families, a processing fee of 3% will be added per purchase upon checkout. The processing fee shall be reflected in the sum due and payable upon checkout. A processing fee shall not be charged with respect to free of charge orders.

2. With respect to basic price meal service and reduced charge meal service paid online by program participants, and as to which payment is processed through a merchant account system resulting in funds being held in a cafeteria account maintained and owned by Client, Nob Hill shall generate an invoice to Client twice monthly, on the first and fifteenth day of each month during the term of the contract. Payment shall be made by Client out of the cafeteria account within 14 days of the date of each such invoice.

B. All meal service ordered by Client for free of charge or reduced charge meals shall be billed weekly or monthly unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of the date of the invoice. If all sums due are not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of 1.5 % per month shall be paid on all unpaid sums invoiced in addition to the amount originally invoiced. Client shall notify Nob Hill of any discrepancies claimed on any invoice within 5 ~~hours~~ **days** of receipt. Upon notification of a discrepancy the parties shall confer and resolve any such discrepancy in a timely manner. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charge meals, or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon written agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise its Nob Hill account representative of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service and time of delivery, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any such order. Notice shall be given by email and pursuant to the provisions of Paragraph 16 below.

F. Each meal delivery shall be accompanied by an assortment of beverage items, to include milk, in such a manner that there shall be one beverage available for program participants for whom a meal is provided. The beverage items shall be in the form of an assortment of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on each delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide standard utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client may order additional condiments other than the standard condiments made available with each delivery to be held in inventory by Client. Any such additional condiments as are, from time to time, available shall be billed separately. A list of items available shall be set forth on Nob Hill's website and shall be ordered through the supply order form as set forth on the Nob Hill website. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. It is the policy of Nob Hill to provide meals in excess of the number ordered by Client in order to be certain that there is no "shortage" of meals as a result of a clerical error, additional need and the like. Client agrees, however, that any extra meals consumed by Client or its representatives, in excess of those meals actually

ordered, shall be billed at the price set forth in Exhibit B. Those program participants who have authorized students to receive an extra meal shall receive one of the extra meals. As to any client using a "drop off" service, the school shall be responsible for tracking the identity of any student who shall have received an extra meal. Nob Hill shall provide appropriate documentation for reporting the identity of the student who has received any extra meal. Upon request, Nob Hill shall provide shelf stable meals. Client shall be invoiced for shelf stable meals upon order pursuant to the applicable billing procedures then in effect. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that "extras" are available for consumption only upon payment therefore. **WITH RESPECT TO SCHOOLS THAT ORDER MEALS DIRECTLY FROM NOB HILL WITHOUT THE PARTICIPATION OF STUDENTS OR THEIR FAMILIES PURSUANT TO NO COST OR REDUCED COST MEAL PROGRAMS, IT IS UNDERSTOOD THAT ONLY THE NUMBER OF MEALS ORDERED WILL BE PROVIDED AND THAT THE PROVISIONS OF THIS PARAGRAPH REGARDING EXTRA MEALS ARE NOT APPLICABLE.**

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to Nob Hill (Lunch Master) corporate office before the delivery driver leaves the delivery location. Nob Hill shall attempt to deliver any missing items before meal service. If missing items are not delivered before the time set for meal service, Client will be invoiced only for complete meals served to students and shall not be invoiced for incomplete meals. If Client shall fail to notify Nob Hill of missing items or incomplete meals, allowing Nob Hill the opportunity to correct any delivery errors, Nob Hill shall not be responsible for any steps taken by client to rectify any such error.

J. With respect to Nob Hill owned equipment remaining on site overnight or on weekends, Client agrees that all such Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the "off" position upon termination of usage. The cost of repair or replacement (if repair is not possible) to Nob Hill equipment as a result of a lack of reasonable care in the use or storage of said equipment shall be reimbursed to Nob Hill by client upon presentation of documentation reasonably establishing the cost of repair or replacement of any such equipment. A list of Nob Hill owned property or equipment located at each delivery premise shall be attached to this agreement.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by

volunteers at which Nob Hill provides only a “drop off” service, Nob Hill shall provide Client with training materials appropriate for use by volunteers with respect to appropriate and healthy food distribution methods. If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.

4. **Payment.**

A. It is understood that the basic price meal service shall be paid directly by students or their parents or guardians and that a means of billing and paying for said meals shall be instituted, online, to the reasonable satisfaction of Nob Hill and Client. Specific procedures for posting of the menu, ordering and payment shall be agreed upon by the parties and shall be implemented by Nob Hill.

B. With respect to free of charge or reduced price meal program participants, it is understood that client may place meal orders directly on behalf of those participants or Client may allow the option to the families participating in the free of charge or reduced price meal program to order online. Nob Hill and Client shall separately agree upon a protocol which may be reasonably made available to Client and its students for meal selection. Client shall be responsible for payment for all meals ordered under the free of charge or reduced price meal program to the extent that students participating in any program do not complete payment in full in a timely fashion.

C. Client and Nob Hill agree to facilitate payment by Client and program participants through use of a merchant account payment system. Client shall be responsible for payment of all fees incurred in creation, ongoing use and maintenance of the merchant account. If client has not previously created a merchant account, Nob Hill shall assist Client in creation and implementation of a merchant account. Client understands that it shall be necessary to commence the process of creation of a merchant account within a sufficient time before the date upon which lunch service shall commence under the terms of this contract in order to allow the merchant account to be up and running upon the commencement of service. Client understands that if the merchant account is not created in a timely fashion, Client may technically be out of compliance with the rules and regulations applicable to the operation of the school lunch program. To the extent that the failure of Client to timely create and implement the merchant account system is as a result of failure of Client to take the necessary steps to create the account in a timely fashion, Nob Hill shall not be responsible for any results accruing therefrom.

D. It is understood that from time to time Nob Hill will issue meal credits to program participants as a result of meal service cancellation by participants as described in this agreement. All such meal service credits shall be used during the school year in which they were generated. Meal credits shall not be carried over from one school year to the following school year without a separate written agreement between the

parties to that effect. Within 30 days of the termination of each school year during which this contract is in effect, Nob Hill shall create and present to the client a reconciliation regarding the issuance of meal credits and the subsequent use of those meal credits. With respect to any unused meal credits, all funds held by Client in its cafeteria account or in any other manner which are applicable to unused meal credits shall be paid to and shall become the property of Nob Hill immediately upon presentation of a reconciliation setting forth, in reasonable detail, a determination of the unused credits and the sum due as a result thereof.

5. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is Arlene Aldrette, whose job title is Director of Operations. The contact information for the initial site contact person is: arlene.aldrette@lighthousecharter.org (insert telephone number and email address). Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

B. Nob Hill shall designate an account representative responsible for administration of the school account. The initial Nob Hill account representative shall be Mike Giouzelis. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representative as soon as is reasonably practical under the circumstances in order to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

D. [] The parties acknowledge and agree that during the term of this agreement, it will be necessary for Client to correspond with parents, guardians or other users or potential users of the school lunch services. Client agrees that Client will provide to Nob Hill a copy of any and all correspondence to parents, guardians or any other user or potential user of the school lunch service, regardless of the purpose of issuing such correspondence or the method of delivery. For purposes of this paragraph, "correspondence" shall include letters, notifications, flyers, inclusion in newsletters or any other form of communication directed to parents, guardians, users or potential users of the school lunch service whether by hard copy, electronic or other delivery methods.

6. **Termination By Client or Nob Hill.**

A. If Client desires to terminate this Agreement for the convenience of client, and without cause, Client shall give a minimum of sixty days' notice of

termination. Notice shall be given in the manner described in Paragraph 16 below. If Client desires to terminate this contract for cause, as defined in Paragraph 2.B above, Client shall give 30 days' notice of termination. Notice shall be given in the manner described in Paragraph 16 below and should include a description of the "cause" relied upon.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 16 below or Nob Hill may elect to continue service until the termination date.

D. If Client has not terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience and without a showing of good cause. If service is terminated pursuant to the terms of this agreement, Nob Hill shall give a minimum of 30 days written notice of termination in the manner described in Paragraph 16 below. Any such notice shall specify the last day of service under this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 60 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 30 days' notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 16 below. Any such notice shall specify the last date of service under the terms of this contract.

7. **Food Quality Standards.**

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (with the exception of breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced-price meal.

8. **Field Trip Requirements.** Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Cancellation of meals ordered as a result of field trip requirements shall be completed online pursuant to the current ordering and cancellation deadline as set forth on the Nob Hill website. With respect to schools ordering directly on behalf of students the school shall be responsible for notifying and clarifying to Nob Hill any adjustment of meals needed as a result of scheduled field trips.

9. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client shall allow Nob Hill to attend and participate in regularly scheduled school events associated with familiarizing families with the services available through Client and schools operated by Client, including but not limited to Back to School Night, parent teacher conference days, registration days and other promotional

activities. In order to promote success of the program, Client and Nob Hill agree to cooperate with respect to promotion of student participation in the school lunch program.

D. Unless to do so is in violation of applicable rules and regulations, Client authorizes Nob Hill to communicate directly with students and families of students who are using the services provided by Nob Hill in order to efficiently administer the school lunch program. Client agrees that an introduction to the school lunch program and ordering instructions shall be included on the school website.

E. By checking the box adjacent hereto, Client agrees to provide an electronic copy of any related school logo or mascot to Nob Hill. Client hereby grants Nob Hill a non-exclusive license to use or display its logo or mascot, without limitation, on the website operated by Nob Hill and in any and all communications prepared or distributed by Nob Hill in connection with this Agreement.

F. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

10. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to acts of terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, pandemics, and other natural disasters and medical circumstances. The Parties understand that this shall include delays in delivery related to unanticipated traffic conditions, road closures, extreme weather conditions, fires, and unanticipated general medical conditions. Client or ordering party shall remain responsible for payment for all meals not cancelled pursuant to the Nob Hill standard cancellation policy in effect upon the date of cancellation as posted on the Nob Hill website.

11. **Entire Agreement.** This contract and all exhibits hereto contain the entire agreement between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment.** This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment.** Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney’s fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. Mediation. The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny attorney's fee to a non-participating party that would otherwise have been entitled to an award of attorney's fees.

B. By initialing below, the parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discovery shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

Nob Hill Initials: _____
Client Initials: _____

C. Exclusive jurisdiction and venue with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of California in and for the County of San Mateo. The parties agree that the courts in and

for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices.** Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

To Nob Hill: 601 Taylor Way
San Carlos, CA 94070
Email: lunchmaster@nobhillcatering.com

To Client: LIGHTHOUSE COMMUNITY PUBLIC
SCHOOLS
444 Hegenberger Road, Oakland, CA 94603
Email: Leova.cuevas@lighthousecharter.org
Roxana.rodriguez@lighthousecharter.org

17. **Insurance.** During the term of this agreement Nob Hill shall keep and maintain in place the following insurance:

A. Commercial general liability insurance, including bodily injury and property damage as follows:

\$1,000,000.00 per occurrence
\$1,000,000.00 personal and advertising injury
\$2,000,000.00 general aggregate
\$2,000,000.00 product/completed operations aggregate

B. Worker's compensation insurance in accordance with the laws of the State of California with a statutory policy limit of \$1,000,000.00 per accident.

C. Commercial automobile liability insurance for all owned, non-owned and hired automobiles with a \$1,000,000.00 combined single limit.

D. Upon request, Nob Hill shall provide certificates of insurance to Client evidencing each of the coverages outlined above.

18. **Indemnification and Hold Harmless.**

A. Nob Hill shall indemnify and hold Client and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Nob Hill pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Nob Hill, including without limitation its agents, employees or others employed by Nob Hill directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Nob Hill by an indemnified party. Counsel shall be reasonably selected by Nob Hill or its insurance carriers in the reasonable discretion of Nob Hill or its insurance carriers.

B. Client shall indemnify and hold Nob Hill and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Client pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Client, including without limitation its agents, employees or others employed by Client directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Client by an indemnified party. Counsel shall be reasonably selected by Client or its insurance carriers in the reasonable discretion of Client or its insurance carriers.

19. **Incentive Program**. Nob Hill offers a fundraising program, the terms and conditions of which are described on Exhibit C hereto. If School desires to participate in said fundraising program, the parties shall sign Exhibit C signifying that each of the parties agrees to the terms and conditions set forth thereon.

Dated: _____

NOB HILL CATERING, INC.

By: Mike Giouzelis

Dated: _____

LIGHTHOUSE
COMMUNITY PUBLIC SCHOOLS

By:

**EXHIBIT A
MEAL SERVICE DETAIL**

1. Ingredients that may not be used within reasonable capability of Nob Hill (Nob Hill is a nut free facility):

Client Initials: _____

2. Beverage service (Unless otherwise noted, beverage service shall include an assortment of 1% milk, non-fat milk, non-fat chocolate milk, 100% fruit juice and bottled water):

Nonfat milk and 1% milk

3. Special meals or medically accommodative meals shall be provided for program participants upon receipt of a medical statement (Form CNP 925) as is reasonably necessary and as described on the medical statement.

4. Service shall be provided Monday through Friday unless noted below:

5. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

6. Upon agreement between Nob Hill and meal server, meal servers may be paid in meal credits. Volunteers shall earn ___ credits per volunteer service shift:

[] Yes [✓] No

7. Client desires to provide paid meal servers. This service requires Client to order a minimum order of _____ meals per day. If Client does not meet the minimum order requirement for 21 consecutive service dates, the paid meal server service shall terminate and service there after shall be on a "drop off" basis. The date upon which the change from server provided to drop off service shall be provided to Client by notice as provided in Paragraph 16.

Yes No

8. Labeled Meals:

All meals shall be labeled. The cost of labeling shall be as set forth on Exhibit B (Pricing Grid). Client will receive a master list setting forth each student's name identifying the meal ordered in order to assist in meal distribution. If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes No

9. Meal Tickets:

Meal tickets shall be provided for each meal. The cost of meal ticker service shall be as set forth on Exhibit B (Pricing Grid). If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes No

10. Field trip:

See Paragraph 8.

11. Cancellation and refund policy:

A. Pre-ordered and pre-paid meals may be canceled in exchange for future LunchMaster account credit subject to the policy set forth in this paragraph. In order to receive full credit, cancellation shall occur on or before 4 p.m. on the day prior to meal service. Cancellations received between 4:01 p.m. on the day preceding service and 7:00 a.m. on the date of service shall receive 50% credit. No credit will be given for meals canceled after 7:00a.m. on the date of service. All meals credited on the LunchMaster account shall remain on the account for use with respect to future meal orders. **NO CASH REFUNDS WILL BE PAID.**

B. With respect to clients who order service directly from Nob Hill, whether said meal service be basic price, reduced charge, or free or charge, all cancellations or modifications of service requested shall be received by Nob Hill no later than 5:00p.m. on the Tuesday before the week during which delivery is to be made. No cancellations or modifications of Client ordered meal service shall be accepted after 5:00p.m. on the Tuesday before the week during which service is to be completed.

**EXHIBIT B
PRICING GRID**

Meal Type	Basic Price Per Meal	Price Per Meal
Breakfast	\$1.95	\$1.95
Regular Lunch (K-8)	\$2.95	\$2.95
Late Regular Lunch (K-8)	\$	\$
Large Lunch (9-12)	\$	\$
Late Large Lunch (9-12)	\$	\$
Vegan/GF Lunch (K-8)	\$	\$
Vegan/GF Lunch (9-12)	\$	\$
Snack	\$0.82	\$0.82
Field Trip Lunch	Regular Basic & Large Prices	
Regular Lunch (K-8) Shelf Stable	\$3.50	\$3.50

Supplies & Condiments delivered each day of service at no additional cost:

- Ketchup
- Mustard
- Mayonnaise
- Taco Sauce
- Soy sauce
- Ranch
- BBQ sauce
- Tajin (*upon request*)
- Spork packet (includes spork, napkin and straw)
- Tongs

Supplies & Condiments available for an additional cost:

- Trays / Boats
- Tapatio
- Cholula Sauce
- Clorox Wipes (dependent on availability)
- Gloves (dependent on availability)

Supplies, Condiments, Field Trip Lunches and shelf stable meals as well as current pricing for billable items is available here: <https://lunchmaster.wixsite.com/lmforms>

Cover Sheet

Contract Approval: Sujatha Ranganathan and LCPS

Section: IV. Consent Agenda: Renewal of Contracts and Service Providers for the 2021-22 School Year

Item: G. Contract Approval: Sujatha Ranganathan and LCPS

Purpose:

Submitted by:

Related Material:

Sujatha Ranganathan - Independent Contractor Agreement - 2021.pdf



WHERE OAKLAND SHINES
Independent Contractor Agreement

This Agreement is entered into between **Lighthouse Community Public Schools** ("the School") and **Sujatha Ranganathan** ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the School for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the School. The School shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the School, and which collectively are hereby incorporated by reference.

Compensation for the duties specified in the attached Exhibit will be paid according to the terms specified, upon the submission of monthly timesheets or an invoice documenting hours.

3. Expenses. During the term of this Agreement, the Contractor will use equipment supplies of her/his own, excluding equipment for student use; expenses would not be reimbursed by the School. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from School facilities shall not be reimbursable.
4. **Requirements for all Faculty and Staff:** All student-facing contractors are required to maintain the following:

Fingerprinting Clearance: Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice & FBI. Employee will be required to assume the cost of all fees related to the fingerprinting process. Clearance must be in place prior to the first day of service.

444 Hegenberger Rd, Oakland, CA 94621 | tel: 510-562-8801 | www.lighthousecharter.org

TB Clearance: Contractor will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Clearance must be in place prior to the first day of service.

CPR and First Aid Requirements: Contractor will be required to submit evidence from a certified agency that he/she completed a CPR and First Aid Certification course. Clearance must be in place prior to the first day of service.



Child Abuse and Neglect Reporting: California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

5. Conflicts of Interest. The Contractor represents that she/he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her/his productive time, energy and abilities to the performance of her/his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School.
6. Termination. The School may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
7. Assignment. The Contractor shall not assign any of her/his rights under this Agreement, or delegate the performance of any of her/his duties hereunder, without the prior written consent of the School.
8. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
9. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

10. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

This agreement remains open until 3/16/2021 at 5:00 p.m. Please, sign, date, and return one copy of this agreement to the representative listed below by that date. If you fail to submit a signed copy by that date, this agreement will become null and void.

Contractor	School
<p>Signature:  <small>Sujatha Ranganathan (Mar 23, 2021 09:40 PDT)</small></p> <p>Name (print): Sujatha Ranganathan</p> <p>Date: Mar 23, 2021</p>	<p>Signature:  <small>Anna Martin (Mar 23, 2021 22:13 PDT)</small></p> <p>Name (print): Anna Martin LCPS Director of Talent & HR</p> <p>Date: Mar 23, 2021</p>



WHERE OAKLAND SHINES

Exhibit A: Deliverables & Terms

Data Systems and Analytics Consultant

Deliverables:

- Complete Data System Operations & Maintenance Plan, including SIS duties distribution
- In collaboration with staff, ensure that all staff records in Aeries SIS are complete and accurate for the purposes of CALPADS and other external reporting.
- Train and work in partnership with Network Admin who will serve as Data Systems Admin as well.
- In collaboration with special education staff, maintain special education/504 program records in SEIS, Aeries, and CALPADS.
- Assist school leaders in designing and implementing master schedules and associated bell schedules in Aeries SIS, with the aim of ensuring that site program needs are met as fully as possible within the technical limits of Aeries SIS.
- In collaboration with the Director of Technology Act as the primary LEA coordinator for federal, state and local data reporting, including managing and tracking reporting deadlines, providing training, coordinating collection and submission with other staff & departments as needed. Includes CALPADS, Civil Rights Data Collection (CRDC), Federal Program Monitoring (FPM) and other reporting as needed.
- Complete supporting the selection of the grade reporting tools
- Complete data integrations or other data system related needs for new or existing tools via Clever or other processes
- Support creation of progress reports for 6.3 and 6.4, if needed
- Complete Compliance related data reporting schedule.
- Complete submission of all compliance related data requests
- Respond to all data requests within the scope of this contract as approved by DOT.
- Support and train Network Admin to transition into Network & Data System Admin I role.
- Complete EOY CALPADs reporting
- Update identified data systems with most recent data reports
- Plan and implement streamlined self serve data reports and dashboards
- Create Data Systems and Reporting strategy and collaborate with and direct contracted data analyst to complete relevant deliverables from that

- Support development of job descriptions, vetting candidates and building and overseeing onboarding plan for Data Systems Manager role

Contractor Primary Point of Contact:

This staff member is ultimately responsible for reviewing the contracted work and the completion of specified deliverables. This staff member is responsible for implementation of work, and for liaising with contractor, as needed:

- Director of Technology, Manisha Patel: manisha.patel@lighthousecharter.org

Terms:

- Work to be completed between March 25, 2021 through July 15, 2021
- Hourly rate of \$125/hour for up to 20 hours per week, not to exceed 350 hours total.

Distribution of payment: Payment will be paid on a monthly basis upon submission of invoices summarizing work-to-date for each month including progress towards each deliverable and sign off by Director of Technology that sufficient progress has been made.

Invoicing Process: The contractor's preferred invoicing; alternatively, the School will provide a template at the contractor's request. All invoices should be submitted to billing@lighthousecharter.org and cc'ed to Director of Technology for approval.

Exhibit B Confidentiality Agreement between Lighthouse Community Public Schools & [Sujatha Ranganathan]

The above-named party (hereinafter referred to as "Signatory") hereby acknowledges and agrees to the following:

1. The Signatory will serve Lighthouse Community Public School (hereinafter referred to as "Lighthouse") as a(n) Independent Contractor
2. The Signatory has a duty to maintain the confidentiality of sensitive information that the Signatory may encounter during his/her service to Lighthouse. Such confidential information includes, but is not limited to:
 - Student records, such as students' names; parents'/guardians' names; home addresses; personal telephone numbers and/or email addresses; photographs; dates of birth; grade level; enrollment status; dates of attendance; social security numbers; medical information; disciplinary records; and grades;
 - Personnel records, such as employees' names; dates of hire; home addresses; personal telephone numbers and/or email addresses; dates of birth; social security numbers; medical information; disciplinary records; immigration documents; salaries or payroll-related information; and driver's license numbers; and
 - Proprietary information concerning Lighthouse's operations, technology resources, databases and passwords to such databases, business plans, curriculum and pedagogical techniques, trademarks, patents, and copyrights.
3. The Signatory shall only access confidential information when necessary and as directed to do so by Lighthouse, and when doing so is within the course and scope of the Signatory's service to Lighthouse.
4. The Signatory is not to remove Lighthouse property containing any confidential information without prior written authorization from Lighthouse, and is expected to keep confidential information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information.
5. The Signatory is prohibited from using or disclosing any confidential information that is produced or obtained through working with Lighthouse, except to the extent such use or disclosure is required in connection with performing their services to Lighthouse. The Signatory



shall not disclose any such information described above without prior written authorization of the Chief Executive Officer ("CEO") or designee.

6. Upon the ending of the relationship with Lighthouse, whether voluntarily or involuntarily, all Lighthouse confidential information, including but not limited to student cumulative files, personnel records/files, directory or contact information for students/families and employees, and other tangible Lighthouse property in the Signatory's possession or control, must be returned to Lighthouse immediately. The Signatory is prohibited from using or disclosing confidential information for any reason after the relationship with Lighthouse ends. The Signatory is also prohibited from accessing any Lighthouse files, technology, databases, records, or any other information to which the Signatory had access due to their relationship with Lighthouse after the relationship with Lighthouse ends.

7. This Agreement in no way limits the Signatory's right to access and/or disclose the Signatory's own personnel records and/or the Signatory's child's student records. Further, this Agreement does not restrict the Signatory from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

8. Violations of this Agreement by the Signatory may lead to being dismissed from providing further service to Lighthouse, as well as the Signatory being subject to appropriate legal action to compensate Lighthouse for any damages related to the Signatory's breach of this Agreement and/or to compel the Signatory to not violate this Agreement further.

9. Any questions regarding this Agreement and the Signatory's obligations there under are to be referred to CEO or designee.

Contractor	School
<p>Signature:  <small>Sujatha Ranganathan (Mar 23, 2021 09:40 PDT)</small></p> <p>Name (print): Sujatha Ranganathan</p> <p>Date: Mar 23, 2021</p>	<p>Signature:  <small>Anna Martin (Mar 23, 2021 22:13 PDT)</small></p> <p>Name (print): Anna Martin LCPS Director of Talent & HR</p> <p>Date: Mar 23, 2021</p>

Cover Sheet

LCPS COVID Independent Study Policy for 2021-22

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year
Item: A. LCPS COVID Independent Study Policy for 2021-22
Purpose: Vote
Submitted by:
Related Material:
21 08 02 - DRAFT - LCPS COVID-19 Independent Study Policy 21-22 (YMC
Clean) .docx.pdf



LCPS COVID-19 Independent Study Policy (21-22 School Year)

(Adopted August 3, 2021)

Lighthouse Community Public Schools (“LCPS” or “Charter School”) is choosing to offer COVID-19 Independent Study to students whose health may be put at-risk by attending school in person, as determined by a student’s parent or guardian. This independent study shall be referred to herein as “COVID-19 Independent Study” and shall only be offered during the 2021-2022 school year. This policy shall expire on June 30, 2022. LCPS shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

Independent study is an optional educational alternative in which no student may be required to participate. The following written policies have been adopted by the LCPS Board of Directors for implementation at Charter School:

- **The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the student must complete the assigned work:**
 - LCPS has established the maximum length of time for all grade levels and for all students engaging in COVID-19 Independent Study shall be thirty (30) school days.
- **The level of satisfactory educational progress, and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study or whether the pupil shall return to the regular school program:**
 - LCPS shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - When any pupil fails to complete 15% of assigned work during any period of thirty (30) school days.
 - In the event Student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:

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- Pupil’s achievement and engagement in the independent study program as described in the School’s LCAP and measured by receiving an overall grade of “2 - Approaching” or higher in each course.
 - Completing greater than 85% of assignments or assessments.
 - Learning required concepts, as determined by the supervising Independent Study Teacher.
 - Progression towards completion of the course of student, as determined by the supervising Independent Study Teacher.
- A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.
- **The provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria:**
 - Students participating in COVID-19 Independent Study at LCPS shall engage in the same course of study as in-person peers. Content taught is aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grades this shall include access to all courses offered by LCPS for high school graduation and approved by the UC or CSU as creditable under A-G admissions criteria.
- **Procedures for Tiered-Re Engagement Strategies for all pupils who are not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week, or who are in violation of their written independent study agreement:**
 - For students who are absent for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement, LCPS shall:
 - Verify the current contact information for each enrolled student
 - Notify the parents or guardians of lack of participation within one school day of the absence or lack of participation.
 - Staff will conduct outreach to determine student needs, including a connection with health, social services, or other community resources as needed.

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- A student’s parent or guardian may choose to have their student switch from COVID-19 Independent Study to in-person learning. To support a smooth transition between programs, the ideal time for students to make these switches is at the end of each grading cycle; however, LCPS is able to switch a student on COVID-19 Independent Study to in-person learning within 5 instructional days of receiving such a request in writing from a student’s parent or guardian.
- Similarly, once the 2021-2022 Academic Year has started, a student may be re-enrolled in COVID-19 Independent Study within 5 instructional days of receiving such a request in writing from a student’s parent or guardian.
- To ensure a quality, consistent educational experience for students, LCPS reserves the right to determine that COVID-19 Independent Study is not the most appropriate alternative for a student after student has enrolled, disenrolled and attempted to re-enroll in the COVID-19 Independent Study option absent a clear and well-documented medical reason for doing so.
- **A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:**
 - The manner, time, frequency, and place for submitting a pupil’s assignments, for reporting the pupil’s academic progress, and for communicating with a pupil’s parent or guardian regarding a pupil’s academic progress.
 - The objectives and methods of study for the pupil’s work, and the methods used to evaluate that work.
 - The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil’s assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - The duration of the independent study agreement, including the beginning and ending dates for the pupil’s participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

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- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- **The Chief Executive Officer or designee is authorized to establish procedures as needed to implement these policies in accordance with the law.**

Cover Sheet

LCPS Graduation Policy

Section:	V. Discussion and Approval Items: Policies for the 2021-22
School Year	
Item:	B. LCPS Graduation Policy
Purpose:	Vote
Submitted by:	
Related Material:	LCPS Graduation Requirements Policy (Updated 7.27.21).pdf



LCPS High School Graduation Requirements

This document describes the graduation requirements for earning a high school diploma from Lighthouse Community Public Schools (LCPS).

There are three elements that are necessary for graduation from LCPS:

- I. Course Requirements
- II. GPA Requirement
- III. LCPS Milestones

Lighthouse College Preparatory Diploma

All students at LCPS are prepared for college and career through a sequence of rigorous coursework aligned to the UC/CSU A-G Requirements. The LCPS College Preparatory Diploma signifies completion of all entry requirements for the California State University (CSU) and University of California (UC) colleges as well as additional LCPS requirements.

I. Course Requirements

The following outlines the course requirements for an LCPS College Preparatory Diploma. In order to obtain credit in courses, students must master 60% of learning targets for the course. [70% of learning targets starting with the class of 2023]

Academic Subject Area	LCPS College Preparatory Course Offerings
History/Social Sciences (25 Units Required)	Ethnic Studies I (5 Units) World History (10 Units) US History (10 Units)
English (40 Units Required)	English 9 (10 Units) English 10 (10 Units) English 11 (10 Units) English 12 (10 Units)
Mathematics (30 Units Required 40 Recommended)	Integrated I (10 Units) Integrated II (10 Units) Integrated III (10 Units) Advanced Mathematics (10 units)
Lab Science (30 Units Required 40 Recommended)	Physics (10 Units) Biology (10 Units) Chemistry (10 Units) Advanced Laboratory Science (10 Units)
Language Other Than English (20 Units or Equivalent Required)	Spanish I (10 Units) Spanish II (10 Units) Spanish III Honors (10 Units) AP Spanish (10 Units)

Visual & Performing Art (10 Units Required)	2-D Design (5 Units) Required Graphic Design (5 Units) or Digital Photography (5 units)
College Preparatory Elective (10 Units Required)	Offerings include: US Foreign Policy Since 1945 Creative Writing Art History
CTE Pathway Courses (10 Units Required)	3-D Design (5 units) Advanced Product Design (5 units) Entrepreneurship (5 units)
A-G Required/Recommended Units Additional Units	180 A-G Units
Additional Credits and Courses (30 units total)	College & Career Prep (5 units) Senior Seminar (5 units) Crew (20 units)
Total Units	205 Units Required 240 Units Recommended

II. GPA Requirements

Students must hold a minimum weighted cumulative (9-12) Grade Point Average (GPA) of a 2.0 in order to obtain a diploma.

III. LCPS Milestones

Passage

LCPS students complete a rigorous passage process aligned to the LCPS Graduate Profile. Students must successfully complete 10th grade passage to move to 11th grade.

Seniors must successfully complete 12th grade passage and Senior Seminar in order to graduate.

Lighthouse State Basic Diploma

In some cases, for *qualifying* students with disabilities documented in IEP or Section 504 Plan, a State Basic Diploma may be earned in cases in which the student's disabilities *preclude* attainment of the College Prep Diploma. This recommendation is made with the IEP/504 Team and requires approval by the principal with sign off by CAO. In addition, migratory students and newly arrived immigrant students, students who are in foster care, students who are homeless, or students who are former juvenile court students may be excused from all locally adopted coursework and requirements that are supplemental to statewide coursework requirements. (California *Education Code (EC)* Sections 51225.1, 51225.2) In such cases, students would receive a LCPS State Basic Diploma. The following outlines the requirements for an LCPS State Basic Diploma.

I. Course Requirements

In order to obtain credit in courses, students must master 60% of learning targets for the course or as indicated by IEP.

Academic Subject Area	LCPS State Diploma Course Offerings
History/Social Sciences	Ethnic Studies I (5 Units) World History (10 Units)

30 Units Required	US History (10 Units) Ethnic Studies II (5 units)
English 30 Units Required	English 9 (10 Units) English 10 (10 Units) English 11 (10 Units) English 12 (10 Units) ELD (10 Units)
Mathematics 20 units Required <i>(including 10 Units Algebra or Algebra Equivalent)</i>	Integrated I (10 Units) Integrated II (10 Units) Integrated III (10 Units) Advanced Mathematics (10 units)
Lab Science 20 Units Required	Physics (10 Units) Biology (10 Units) Chemistry (10 Units) Advanced Laboratory Science (10 Units)
Language Other Than English, Visual & Performing Art or CTE 10 Units Required	Spanish I (10 units) Spanish II (10 units) Spanish III Honors (10 units) AP Spanish (10 units) 2-D Design (5 units) Graphic Design (5 units) Digital Photography (5 units) 3-D Design (5 units) Advanced Product Design (5 units) Entrepreneurship (5 units)
Additional Credits and Courses 80 units total	Spanish I (10 units) Spanish II (10 units) Spanish III Honors (10 units) AP Spanish (10 units) 2-D Design (5 units) Graphic Design (5 units) Digital Photography (5 units) 3-D Design (5 units) Advanced Product Design (5 units) Entrepreneurship (5 units) US Foreign Policy Since 1945 (5 units) Creative Writing (5 units) Art History (5 units) College & Career Prep (5 units) Senior Seminar (5 units) Crew (20 units)
<i>Total Units</i>	180 TOTAL Units Required

II. GPA Requirements

There is no minimum GPA for a State Basic Diploma.

III. LCPS Milestones

Passage

LCPS students complete a rigorous passage process aligned to the LCPS Graduate Profile. Students must successfully complete 10th grade passage to move to 11th grade. Seniors must successfully complete 12th grade passage and Senior Seminar in order to graduate. Requirements for passage may be adjusted or modified for students receiving a State Diploma.

Seal of Biliteracy

LCPS recognizes high school graduates who are eligible for The State Seal of Biliteracy. Marked by a gold seal on the diploma or transcript, the State Seal of Biliteracy recognizes high school graduates who have attained a high level of proficiency in speaking, reading, and writing one or more languages in addition to English. In order to qualify for the California State Seal of Biliteracy, students must have passed all their ELA classes; scored proficient or advanced on the ELA SBAC in 11th grade; and received a score of 3 or higher on a World Language Advanced Placement Exam.

Golden State Seal Merit Diploma

The Golden State Seal Merit Diploma (GSSMD) recognizes public school graduates who have demonstrated their mastery of the high school curriculum in at least six subject areas, four of which are English language arts, mathematics, science, and US History, with the remaining two subject areas selected by the student. The GSSMD is awarded jointly by the California State Board of Education and the California State Superintendent of Public Instruction.

Participation in Graduation and Senior Activities

Graduation is defined as the opportunity to walk in the graduation ceremony, receive a diploma from Lighthouse, and participate in senior celebratory events (including prom, senior awards night, senior class trip, grad night, etc). If the above criteria are not met, a student will not participate in any senior activities, including the graduation ceremony, nor will s/he receive a diploma.

During senior year, if any student engages in behavior that is a suspendable offense as defined in LCPS Discipline Policy, the privilege of participating in the graduation ceremony (walking in graduation) and engaging in senior celebratory activities may be revoked.

If a student is passing her/his courses and endures a severe medical hardship or family emergency, certain exceptions may be granted to these policies with approval of the Principal.

IV. Policy Addendum for the 2021-22 School Year - per AB 104

Consideration for Retention

Students who are not on pace with accumulating the credit units required to meet LCPS graduation criteria may be considered for retention. LCPS will hold mandatory meetings with these students and their parents/guardians. These meetings may be initiated by either the parent or the principal.

After a formal written retention consultation request, the student, parent, teacher(s), and administrators will discuss available learning recovery options, research on the effects of retention and the benefits of particular interventions and supports, and consideration of the pupil's academic data and any other information relevant to decide whether retention is in the student's best interests, academically and socially.

LCPS requires all administrators to make sure retention decisions are consistent with a pupil's individualized education program.

Regardless of the retention decision, the student must be offered specific interventions, supports and offered access to prior semester courses in which the pupil received an F letter grade in the 2020–21 academic year, some other form of credit recovery, and/or other supports. LCPS administrators will notify the parent of its retention decision within 10 calendar days of the consultation meeting.

Rising Seniors/Fifth Year Seniors in 2021-22

Any students who in 2020-21 were in their 3rd or 4th year of high school at LCPS who are not on track to meet LCPS graduation requirements within four years will be allowed to meet the California state minimum graduation plan. These students and their families should consider an additional 5th year to meet either the LCPS graduation requirements (which meet UC/CSU A-G requirements) or the state's minimum graduation plan (which does not meet UC/CSU A-G).

Request to change letter grades from the 2020-21 School Year to Pass/No Pass

Any LCPS parent, guardian, or education rights holder of a pupil, or, for a pupil who is 18 years of age or older, who was enrolled in high school and enrolled in a course during the 2020-21 school year may submit a formal request to the principal to change the letter grade for that course to a Pass or No Pass grade on the pupil's transcript.

Cover Sheet

Resolution: LCPS Re-Opening Resolution for CEO

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year

Item: C. Resolution: LCPS Re-Opening Resolution for CEO
Purpose: Vote

Submitted by:

Related Material:
Lighthouse Board CEO COVID Re-Opening Resolution FINAL 07292021.pdf

Lighthouse Community Public Schools Board of Directors

Resolution #FY21-07-01

CONCERNING MEASURES TO ADDRESS ONGOING IMPACTS OF COVID-19 DURING SCHOOL RE-OPENING

WHEREAS, Lighthouse Community Public Schools (“LCPS”) manages, operates and directs the operations of Lighthouse Community Charter School, Lighthouse Community Charter High School, and Lodestar: A Lighthouse Community Charter Public School (“Charter Schools”) in California; and

WHEREAS, the safety and well-being of all students, employees, parents and stakeholders of the Lighthouse Community Public School community is paramount; and

WHEREAS, equitable access to educational programs is essential for the student population that our Charter Schools serve; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared a statewide emergency relating to the COVID-19 pandemic; and

WHEREAS, the Governor has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, the Governor has issued Executive Orders pertaining to school closures and other COVID-19 mitigation issues; and

WHEREAS, LCPS has been monitoring advice provided by local, state, and federal authorities including, but not limited to, the California Department of Education (“CDE”), Alameda County Office of Education, Centers for Disease Control, Governor’s Office, California Department of Public Health, and Alameda County Department of Public Health (“Relevant Authorities”); and

WHEREAS, guidance and directives from Relevant Authorities continues to rapidly evolve in response to new scientific knowledge, as well as changes to local infection rates in the communities served by the Charter Schools; and

WHEREAS, time will often be of the essence in responding to new guidance and directives issued by Relevant Authorities in order to protect the health of our students, employees and campus visitors; and

WHEREAS, the State of California has now issued guidance allowing public schools to re-open with certain significant modifications and subject to local conditions that will likely require schools to open initially without any instruction occurring at the school sites; and

WHEREAS, the CDE issued guidance pertaining to school re-openings on June 8, 2020; and

WHEREAS, the Alameda County Public Health Officer has ongoing authority to take steps as necessary to protect the health of Alameda County students and the general public and we do not know at this time whether some or all of the LCPS Charter Schools' campuses will be allowed to re-open, re-open with modifications, or not re-open at all; and

WHEREAS, LCPS must begin taking steps to plan for re-opening in order to be able to re-open safely and smoothly in the event re-opening is permitted; and

WHEREAS, the LCPS Board anticipates that guidance from federal, state, and local officials will continue to change in response to the rapidly evolving pandemic and this necessitates a broad delegation of authority to the LCPS Charter Schools' leadership team to respond in real time both to the pandemic and issues caused by the pandemic; and

WHEREAS, the pandemic has also caused substantial economic disruption to the State of California that will impact the Charter Schools' public funding in significant but as yet unknown ways that necessitate the Board delegating more authority to the Chief Executive Officer to manage the budgets of the Charter Schools in the context of reduced and/or delayed state funding; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies and/or procedures of the Charter Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of LCPS directs the following:

1. The Chief Executive Officer is authorized to develop and implement plans for re-opening schools ("Plan") during the 2020-21 school year in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
2. The Plan shall include, but is not limited to: (a) any changes necessary to comply with public health guidance and directives from Relevant Authorities (including but not limited to: physical distancing requirements, cleaning requirements, screening requirements, hygiene training, protective equipment, quarantine area(s), transportation plans and vehicle infection control, Cal/OSHA requirements, lunch and recess period procedures, nutrition service changes, addressing needs of students and employees with underlying health conditions, etc.); and (b) changes to each school's educational program (including but not limited to: changes necessary to support physical distancing, instructional schedule, assessment of student needs and progress, interventions, social-emotional learning, technology needs, meeting the needs of special education students and English Learners, distance learning options, etc.) including the before-and-after school programs, the day care programs, the professional development and training of employees, and the engagement and communication with stakeholders relating to the Plan. Communications relating to the pandemic and the Plan will be translated into languages spoken by families at home to the extent practicable.

3. The Chief Executive Officer shall review and update the Emergency Preparedness Plan, School Safety Plan, Continuity of Operations Plan and Pandemic Plan of the Charter Schools and LCPS as necessary to comply with guidance and directives from Relevant Authorities and other government agencies.
4. The Chief Executive Officer shall have the authority to close one or more of the Charter Schools' buildings or campuses during some or all of the 2020-21 academic year should the chartering authority, or local, state, or federal government officials, including, but not limited to Relevant Authorities, direct or recommend the closure as a result of a resurgence of COVID-19 or some other health emergency.
5. The Chief Executive Officer or designee shall have the additional authority to direct the closure of one or more of the Charter Schools or classrooms or facilities for additional periods not covered in Paragraph 4 based on the Chief Executive Officer's determination that it is necessary to protect student and/or employee health and safety as a result of a resurgence of COVID-19 or some other health emergency.
6. In order to immediately protect the health and safety of students and/or employees, the Chief Executive Officer may temporarily waive (up to two weeks) any school or organization-wide policy or procedure to implement directives and/or guidance from Relevant Authorities.
7. The Chief Executive Officer shall have the authority to exclude anyone from school campus(es) other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community.
8. In order to immediately protect the health and safety of students and employees, the Chief Executive Officer or designee may exclude students or employees from school or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law.
9. The Chief Executive Officer or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19 **as long as the provisions of paragraph 18 below are met.**
10. As necessary, the Chief Executive Officer, in consultation with LCPS legal counsel, is directed to negotiate any necessary changes to or cancelations of other nonemployment contracts in order to mitigate losses that the Charter Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19.
11. The Chief Executive Officer or designee may direct that some or all parent meetings, conferences, discussions, or other required parent interactions be held telephonically or by video conference in order to minimize potential exposure of students and employees by parents or other community members.

12. As necessary, the Chief Executive Officer, in consultation with Charter Schools' legal counsel, is directed to negotiate and implement revisions to employment agreements for unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19.
13. The Chief Executive Officer, in consultation with Charter Schools' granting agency and in alignment with relevant authorities, if required, may implement revisions to the academic calendar for the 2020-21 academic year, if necessary.
14. The Chief Executive Officer or designee shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding.
15. The Chief Executive Officer may continue to approve use of distance learning programs designed to serve students who otherwise might be unserved. This shall be done in accordance with applicable state legal requirements.
16. The Chief Executive Officer or designee may restrict or cancel the use of school facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
17. The Chief Executive Officer shall have the authority to reduce non-compensation expenditures in any budget category and re-allocate funds to cover costs associated with re-opening and operating Charter Schools in accordance with guidance and directives of Relevant Authorities and the Plan.
18. The Chief Executive Officer, after consulting the Board Chair, shall have the authority to exceed the limit that would ordinarily trigger the requirement to also obtain approval of the Board of Directors under Board fiscal policies in order to pay for expenses related to the implementation of guidance and directives from Relevant Authorities and other government agencies relating to the re-opening or operation of the Charter Schools and to implement the Plan. However, the cumulative total of such expenses shall not reduce the unrestricted reserves of any charter school operated by LCPS to lower than three percent (3%) without prior approval of the Board of Directors, and shall not reduce the 2020-21 Change in Unrestricted Net Assets to less than 3.2% of Operating Expenses. Additionally, all such expenditures shall be reported to the Board and ratified at the Board's next regularly scheduled meeting. The Chief Executive Officer and Board Chair shall be mindful of the Charter School's current fiscal condition in authorizing such expenditures.
19. The Chief Executive Officer is authorized to enter into contracts for loans, revenue anticipation notes, and receivable sales to provide cash flow financing to the Charter Schools that is necessary to cover deferrals in state apportionment payments to the Charter Schools. The Chief Executive Officer shall provide advance notice to the Board of such financing transactions whenever possible and will consult with the LCPS Board Chair and Chair of the Finance committee regarding all such financing transactions.
20. The Chief Executive Officer is authorized to seek material revisions to charters of the Charter Schools, as necessary, to implement the Plan to reopen schools, other changes that may be

necessary to ensure the fiscal stability of LCPS and the Charter Schools, or to maintain the educational excellence of the Charter Schools' programs during the pandemic.

21. The Chief Executive Officer shall have the authority to commence and defend litigation on behalf of LCPS and the Charter Schools that relates to or arises out of the pandemic. This authority shall include, but not be limited to claims and lawsuits relating to employees, students, parents, and volunteers who bring claims due to illness or that arise as a result of the Charter Schools implementing the Plan or guidance and directives of Relevant Authorities or other government agencies. The Chief Executive Officer shall notify the Board of Directors of any lawsuit or claim brought against LCPS or its Charter Schools within thirty (30) days.
22. The Chief Executive Officer is authorized to seek and accept donations from private sources and to apply for and accept funding from public sources including, but not limited to disaster relief funds, to cover the costs of implementing the Plan and/or following the guidance and directives of Relevant Authorities.
23. The Chief Executive Officer shall consult with the Charter Schools' insurer and/or legal counsel for any advice as to how to deal with virus-related issues.
24. The Chief Executive Officer is directed to inform families about the Plan and updates to information and directives being received from Relevant Authorities relating to the pandemic as determined in the Chief Executive Officer's reasonable judgment.
25. The Chief Executive Officer shall keep the Charter Schools' Board informed of the implementation of the provisions of this Resolution. In addition, the Chief Executive Officer shall keep the Charter Schools' parents updated on development and implementation of the Plan.
26. In anticipation that the pandemic may continue past the 2020-21 academic year, this Resolution shall remain in effect through June 30, 2021 unless modified or terminated prior to that time by action of the LCPS Board of Directors.

PASSED AND ADOPTED by the Board of Directors of Lighthouse Community Public Schools on this 29th day of July, 2020.

AYES:
NOES:
ABSTAIN:
ABSENT:

Secretary

Lighthouse Community Public Schools

Cover Sheet

LCPS Gender Inclusivity and Non-Discrimination Policy

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year
Item: D. LCPS Gender Inclusivity and Non-Discrimination Policy
Purpose: Vote
Submitted by:
Related Material:
LCPS Gender Identity Inclusiveness and Nondiscrimination Policy 7.28.2021.pdf



Gender Identity Inclusiveness and Nondiscrimination Policy

Adopted August 3, 2021

The Board of Directors of Lighthouse Community Public Schools ("Charter School") is committed to fostering an environment of inclusiveness, supporting students' preferred form of self-identification, and ensuring that every student shall have equal access to educational programs and activities.

The purpose of this policy is to delineate state and federal law as well as Charter School's practices relating to recognition and protection of each student's gender identity. This is consistent with Charter School's goals of reducing stigmatization and ensuring equal access for students. The guidelines provided in this policy do not anticipate every situation that might occur with respect to gender identity and expression and students. While the needs of each student are unique, in all cases, the goal is to ensure the opportunity of all students to thrive and retain equal access school programs and activities in accordance with their gender identity without fear of harassment, discrimination, intimidation, bullying, or stigmatization.

This Policy shall apply to all Charter School programs and activities, including those that occur during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Definitions

(Intended as functional descriptors, not to label):

- "*Gender*": A person's actual or perceived sex, and includes a person's gender identity and gender expression.
- "*Gender Expression*": A person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body
- "*Gender Identity*": A person's gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person's physiology or assigned sex at birth.
- "*Gender Nonconformity*": refers to one's gender expression, gender characteristics, or gender identity that does not conform to gender stereotypes "typically" associated with one's legal sex assigned at birth, such as "feminine" boys, "masculine" girls and those who are perceived as androgynous. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.
- "*Transgender*": describes people whose gender identity or gender expression is different from that traditional associated with their assigned sex at birth. "Transgender boy" and "transgender male" refer to

an individual assigned the female sex at birth who has a male gender identity. "Transgender girl" and "transgender female" refer to an individual assigned the male sex at birth who has a female gender identity. An individual can express or assert a transgender gender identity in a variety of ways, which may but do not always include specific medical treatments or procedures. Medical treatments or procedures are not considered a prerequisite for one's recognition as transgender.

Guiding Principles and Requirements

Charter School shall accept the gender identity that each student asserts. There are no medical or mental health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected.

The Charter School shall:

1. Respect all students' gender identity and gender expression by honoring the right of students to be identified and addressed by their preferred name and pronoun.
2. Prohibit, within academic programming, the separation of students based upon gender unless it serves as a compelling pedagogical (instructional) tool.
3. Permit all students to participate in co-curricular and extracurricular activities in a manner consistent with their gender identity including, but not limited to, intramural and interscholastic athletics.
4. Provide all students access to facilities that best align with students' gender identity.

Privacy and Confidentiality

All persons, including students, have a right to privacy. This includes student's right to keep their actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

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

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

When communicating with a student's parent, legal guardian, or educational rights holder, school personnel should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise.

There will be instances when school personnel may find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression). In such cases, school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in

deciding whether to disclose the student's gender identity or expression to parents.

Pronouns and Preferred Names

Charter School recognizes that name and gender identity are central to most individuals' sense of self and well-being, and that it is important for the school to establish mechanisms to acknowledge and support students' self-identification."

Charter School shall accept and respect a student's assertion of their gender identity where the student expresses that identity at school or where there is other evidence that this is a sincerely held part of the student's core identity.

Charter School shall not require a student to provide any particular type of diagnosis, proof of medical treatment, or meet an age requirement as a condition to receiving the protections afforded under California's antidiscrimination statutes. Similarly, there is no threshold step for social transition that any student must meet in order to have their gender identity recognized and respected by a school.

Charter School supports student self-identification by honoring the name and pronouns that students wish to go by, in accordance with the following:

1. Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.
2. Students may request a meeting with a school counselor to discuss a support plan/Student Safety Plan. The counselor will work with school administration and staff to ensure the desired name and pronouns are used.
3. Charter School shall modify its student information system to prevent disclosure of confidential information and ensure, to the best of our abilities, that school personnel use a student's preferred name and pronouns consistent with the student's gender identity.
4. All members of the school community must use a student's chosen name and pronouns. The school shall implement safeguards to reduce the possibility of inadvertent slips or mistakes, particularly among temporary personnel such as substitute teachers. Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of this Policy and may constitute discrimination under State law.
5. There may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.
6. If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians.
7. If a member of the school community, including staff and students, intentionally uses a student's incorrect name and pronoun, persistently refuses to respect a student's chosen name and pronouns, or

targets a student based on that student's chosen name and pronouns, that conduct should be treated as harassment, discrimination, and/or bullying and investigation in accordance with the school's *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*.

Equal Access to School Activities and Programs

Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.

Participation in sex-segregated school programs and activities, including competitive athletics, intramural sports, athletic teams, competitions and contact sports shall be facilitated in a manner consistent with the student's gender identity. Students who identify as nonbinary should be granted the opportunity to participate in sex-segregated programs and activities that they find best align with their gender identity.

Student Records

Charter School shall use the student's requested name, pronoun, and gender designation unless there is a legal reason not to do so.

- *Official Records*

Charter School shall change a student's name and gender on official records only upon receipt of documentation that such change has been made pursuant to a court order. Certain education records may still require a school to use a student's legal name. For example, birth certificates, passports, standardized testing documentation, transcripts, financial aid documents, immunization and other health records, etc.

- *Unofficial Records*

Charter School may change a student's name, gender, or pronoun designation on unofficial student records in the absence of a court order indicating legal name change.

Unofficial student records include school-issued identification cards, athletic rosters, certificates, playbills, diplomas, attendance lists, etc.

The school may include an "also known as" or a "prefers to be called" field in its electronic data system and list the preferred name/gender identity/pronoun of the student alongside the legal name/assigned sex. This way the preferred name may be cross-referenced with the legal name and administrators will know to use the preferred name when addressing the student.

Nothing in this section changes the obligation of Charter School personnel to **address** the student with the name and pronouns consistent with the student's gender identity. Thus, while a student's records may still indicate the name/sex assigned at birth, upon request of the student, the student should be referred to day-to-day by the name and pronouns that correspond to their gender identity.

Restroom Accessibility

Charter School maintains separate restroom facilities for male and female students. Students shall have access to restrooms that corresponds to their gender identity. Students who identify as nonbinary shall be granted access to the facility which they find best aligns with their gender identity.

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

Locker Room and Changing-Area Accessibility

Charter School maintains separate locker room facilities and changing areas for male and female students. Students shall have access to the locker room and changing areas facility that corresponds to their gender identity, with the goals to provide equal opportunity to participate in physical education classes, competitive athletics, and extracurricular activities (such drama/theater). Students who identify as nonbinary should be granted access to the locker rooms/changing facilities with which they find best aligns with their gender identity, including access to reasonable accommodations as indicated below.

If there is a request for increased privacy, any student shall be provided access to a reasonable accommodation such as:

- a) Assignment of a student locker or changing areas in near proximity to the coaches'/staff person's office or a supportive peer group.
- b) Use of a private area within the public area of the locker room facility or changing area (e.g., nearby restroom stall with a door or an area separated by a curtain).
- c) Use of a nearby private area (e.g., nearby restroom or a health office restroom).
- d) A separate changing schedule.

Any alternative arrangement should be provided in a way that protects the student's privacy and confidentiality.

Student Support/Safety Plan

Charter School shall, wherever possible, meet with a gender-nonconforming student, relevant school personnel, and parents, to discuss and draft a Student Support/Safety Plan. The purpose of the plan shall be to memorialize any specific wishes/needs of the student regarding navigating their gender-confirming status during the regular school-day, and discuss general welfare and safety issues. The plan may include but is not limited to the following, and shall be tailored to the needs of the individual student:

1. Preferred Name/Pronouns
2. The names and contact information of "safe" adults with whom the student can share any concerns, including instances of bullying, discrimination, intimidation, or harassment
3. Assurances that all staff would receive training and instruction regarding Title IX, and that teachers shall teach about anti-bullying and harassment
4. Assurances that the physical education ("PE") teacher or athletics coach would be the first to enter and last to leave the locker room
5. Assurances that student's assigned locker would be in direct sight of the PE teacher/athletics coach's office
6. Assurance regarding access to the student restroom facilities and locker rooms that correspond to the student's gender identity or biological sex.

7. Accommodations for student's use of an alternate restroom (i.e. in the health office or elsewhere) if the student is uncomfortable using student restrooms
8. Accommodations for the student's use of a private changing area if the student is uncomfortable changing in a locker room with other peers.
9. Any other accommodation appropriate for the student

Dress Code

All Charter School students have the right to dress in accordance with their gender identity within the parameters of the dress code as it relates to the school uniform or safety issues. A copy of the Charter School Dress Code is available for review at the main office.

General-Segregated Activities

In rare situations permitted by law, students may be segregated by gender, such as for health education classes. In situations where students are segregated by gender, such as for health education classes, students should be included in the group that corresponds to their consistently asserted gender identity.

Harassment, Bullying, and Student Safety

Charter School shall ensure that all staff who regularly interact with students receive professional development and training opportunities as required and recommended by the California Department of Education ("CDE") and Charter School Title IX, *Harassment, Discrimination, Intimidation, and Bullying Policy*.

Charter School shall also inform staff about the groups of students determined by Charter school 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.

School staff shall take all reasonable steps to ensure safety and access for students and support students' rights to assert their gender identity and expression. Students shall be informed they have the responsibility to report incidents of discrimination, harassment, bullying or intimidation to the designated site administrator or Title IX Coordinator in cases where they may be a target or witness. School staff and families shall work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression, in accordance with the school's *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*. A copy of that policy is available for review on the LCPS website.

Charter School personnel shall immediately intervene, when it is safe to do so, whenever they witness acts of discrimination, harassment, bullying or intimidation on the basis of a student's gender identity or expression. Charter School may provide interim safety and emotional support measures as needed. Interim safety measures may include increased monitoring of the parties to a harassment, discrimination, intimidation, or bullying complaint, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, provision of safety plans, training and educational materials to address gender-inclusiveness, and provision of support resources (e.g., academic support, counseling, health and mental health services).

Cover Sheet

LCPS Limitation of Restraint and Seclusion of Students Policy

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year
Item: E. LCPS Limitation of Restraint and Seclusion of Students
Policy
Purpose: Vote
Submitted by:
Related Material:
LCPS Limitations on Restraint and Seclusion of Students Policy 7.27.2021.pdf



Limitations on Restraint and Seclusion of Students Policy

Adopted August 3, 2021

Lighthouse Community Public Schools ("LCPS" or the "Charter School") staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation.

The Governing Board ("Board") recognizes that any effort to change the behavior of another individual represents a degree of intrusion into that individual's life. To justify that intrusion, reasonable assurances must be given that, as a result of the intervention, the individual's behavior will change in a timely manner and that this change will benefit the individual. Therefore, in accordance with law, all efforts to change behavior must be based on effective techniques and the least intrusive procedure likely to be effective will be used.

Definitions

- "*Behavioral restraint*" includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement.
- "*Mechanical restraint*" means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes.
- "*Physical restraint*" means a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. "Physical restraint" does not include a physical escort, which means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. "Physical restraint" also does not include the use of force by peace officers or security personnel for detention or for public safety purposes.
- "*Prone restraint*" means the application of a behavioral restraint on a student in a facedown position.
- "*Seclusion*" means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the

monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student.

Prohibitions

Charter School staff shall not take any of the following actions:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room.
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face.
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others.
7. Utilize any amount of force that exceeds that which is reasonable and necessary under the circumstances.
8. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement.
9. Utilize any behavioral intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock.
10. Utilize any behavioral intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
11. Utilize any behavioral intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
12. Utilize any behavioral intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
13. Utilize any behavioral interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
14. Utilize any behavioral intervention that precludes adequate supervision of the individual.
15. Utilize any behavioral intervention that deprives the individual of one or more senses.

Limited Use of Seclusion or Restraint

As stated above, Charter School staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the Charter School Director of Student Services and/or law enforcement as applicable to the situation.

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student but shall not be made through indirect means such as a security camera or closed-circuit television.

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others.

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student.

The Charter School Director of Student Services shall ensure that whenever possible Charter School staff who have obtained training and certification from a certified physical restraint training agency shall administer physical restraint on students and the administration of a restraint shall be witnessed by at least one (1) adult who does not participate in the restraint.

Restraint shall be administered in such a way so as to prevent or minimize physical harm. If, at any time during a physical restraint, the student demonstrates significant physical distress, the student shall be released from the restraint immediately, and Charter School staff shall take steps to seek medical assistance.

Charter School staff shall review and consider any known medical or psychological limitations and/or behavioral intervention plans regarding the use of physical restraint on an individual student. Following the release of a student from a restraint, the Charter School shall implement follow-up procedures. These procedures shall include reviewing the incident with the student to address the behavior that precipitated the restraint, reviewing the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed, and consideration of whether any follow up is appropriate for the student or any student who witnessed the incident.

Special Education Reporting Requirements

For students with exceptional needs, the student's parent/guardian or shall be notified within one (1) school day if a restraint or seclusion is used or serious property damage occurs. A behavioral emergency report ("BER") shall immediately be completed and maintained in the student's file.

The BER shall include all of the following:

1. The name and age of the individual with exceptional needs.

2. The setting and location of the incident.
3. The name of the staff or other persons involved.
4. A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
5. Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

All BERs shall immediately be forwarded to, and reviewed by, the Charter School Director of Special Education.

If a BER is written regarding an individual with exceptional needs who does not have a behavioral intervention plan ("BIP"), the Charter School Director of Special Education shall, within two (2) days, schedule an individualized education program ("IEP") team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the FBA, not developing an interim plan, or both, as applicable. If a BER is written regarding an individual with exceptional needs who has a BIP, and the incident involved a previously unseen serious behavior problem, or a previously designed intervention was ineffective, the IEP team will review the BER and determine if the incident constitutes a need to modify the BIP.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior.

Restraint administered to a student with a disability pursuant to a FBA, IEP, and BIP, developed in accordance with state and federal law to which the Charter School and the student's parents or guardians have agreed, shall be deemed to meet the requirements of these procedures.

Documentation

The Charter School Director of Student Services or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an IEP, and all other students. This report shall be submitted to the California Department of Education ("CDE") no later than three (3) months after the end of each school year and shall be available as a public record.

Monitoring and Training

Charter School shall continuously monitor the use of restraints and seclusions in an effort to prevent the inappropriate uses of these practices. Charter School shall adhere to the following:

1. Staff who implement BIPs for students with disabilities shall be properly trained, have access to the student's IEP, be knowledgeable about its contents, and understand the responsibilities for implementation.
2. A Behavioral Intervention Case Manager ("BICM") or Board Certified Behavior Analyst ("BCBA") shall train all staff working with a student with an IEP to appropriately implement the student's BIP and appropriate interventions.
3. Only staff trained in emergency interventions may use them.

4. Charter School shall keep a detailed record of the training provided to personnel who may utilize emergency interventions and update the information annually to ensure that personnel qualifications and training comply with Charter School and/or special education local plan area ("SELPA") policies.
5. Prior to contracting with a nonpublic school ("NPS") or a residential treatment center ("RTC") for placement of a student with an IEP, Charter School shall ensure that the NPS or RTC trains staff who will have contact or interaction with students during the schoolday in the use of evidence-based practices and interventions specific to the unique behavioral needs of the nonpublic, nonsectarian school or agency's student population. If Charter School intends to place a student at a NPS or RTC serving students with significant behavioral needs or who are on behavioral intervention plans, the Charter School will ensure the NPS or RTC has an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions. Charter School shall comply with all other requirements for oversight and monitoring of the NPS or RTC pursuant to AB 1172.
6. If Charter School personnel suspect that improper restraint or seclusion practices have been used, Charter School shall immediately remove the student from the environment and conduct an investigation.

Cover Sheet

LCPS Title IX and Harassment, Intimidation, and Bullying Policy

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year

Item: F. LCPS Title IX and Harassment, Intimidation, and Bullying Policy

Purpose: Vote

Submitted by:

Related Material:
LCPS Title IX, Harassment, Intimidation, and Bullying Policy 7.27.2021.pdf



Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

(Board Adopted: August 3, 2021)

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 Charter 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 who 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.

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

Robbie Torney
Chief of Staff
Lighthouse Community Public Schools
433 Hegenberger Road Suite 201
Oakland, CA 94621
robbie.torney@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.

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 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* 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.

*"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.

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 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:

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 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

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. This module is located here: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

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.

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:

Robbie Torney
Chief of Staff
Lighthouse Community Public Schools
433 Hegenberger Road Suite 201
Oakland, CA 94621
robbie.torney@lighthousecharter.org

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 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 CEO, 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.

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 the event that a complaint is against the Coordinator, that complaint will be investigated/resolved by the CEO or the Chair of the LCPS Board of Directors. 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;

- 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.
 - 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.

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

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.



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: _____

Print Name

To be completed by the Charter School:

Received by: ----- Date: -----

Follow up Meeting with Complainant held on: -----

Cover Sheet

LCPS Education of Homeless ("Unsheltered") Children and Youth Policy

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year
Item: G. LCPS Education of Homeless ("Unsheltered") Children and Youth Policy
Purpose: Vote
Submitted by:
Related Material:
LCPS Education of Homeless Children and Youth Policy 7.27.2021.pdf



Adopted August 3, 2021

LCPS Board Policy: Education of Homeless (“Unsheltered”) Children and Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

- a. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- b. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- c. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- d. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

The CEO designates the following staff person as the School Liaison for homeless students ((42 USC 11432(g)(1)(J) & (e)(3)(C))):

Stephen Ajani, Director of Student Services
433 Hegenberger Road, Suite 201
Oakland, CA. 94621
510-562-8801
stephen.ajani@lighthousecharter.org

The School Liaison shall ensure that (42 U.S.C. 11432(g)):

- a. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
- b. Homeless students enroll in, and have a full and equal opportunity to succeed at LCPS.
- c. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other

- preschool programs administered by LCPS, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- d. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
 - e. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
 - f. Enrollment/admissions disputes are mediated in accordance with law, Lighthouse's charter, and Board policy.
 - g. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
 - h. School personnel providing services receive professional development and other support.
 - i. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
 - j. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

High School Graduation Requirements: Homeless students who transfer to LCPS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless LCPS makes a finding that the student is reasonably able to complete LCPS's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into LCPS, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

LCPS shall notify students who are exempted from LCPS's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

LCPS shall not require any student who would otherwise be entitled to remain in attendance LCPS to accept the exemption from LCPS's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. LCPS shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from LCPS's additional graduation requirements will continue to apply while the student is enrolled in LCPS or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

LCPS shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from LCPS's additional graduation requirements.

If a student who is exempted from LCPS's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at LCPS, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If LCPS determines the student is reasonably able to complete LCPS's graduation requirements by the end of the student's fifth year of high school, LCPS shall do the following:

1. Inform the student of the student's option to remain at LCPS for a fifth year to complete LCPS's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete LCPS's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at LCPS for a fifth year to complete LCPS's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: LCPS will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

LCPS will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, LCPS shall not require the student to retake the portion of the course the student completed unless LCPS, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at LCPS, a copy of LCPS's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the LCPS website or at the main office.

Cover Sheet

LCPS Education of Foster and Mobile Youth Policy

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year

Item: H. LCPS Education of Foster and Mobile Youth Policy
Purpose: Vote

Submitted by:

Related Material:
LCPS Education of Foster and Mobile Youth Policy 7.27.2021.pdf



Adopted August 3, 2021

LCPS Board Policy: Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. "Former juvenile court school pupils" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The CEO or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Stephen Ajani, Director of Student Services
433 Hegenberger Road, Suite 201
Oakland, CA. 94621
stephen.ajani@lighthousecharter.org
510-562-8801

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: LCPS will work with foster youth and their parent to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in LCPS as the student's school of origin. If a dispute arises regarding a foster youth's request to remain in LCPS as the school of origin, the foster youth has the right to remain in LCPS pending the resolution of the dispute. LCPS will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to LCPS (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to LCPS any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless LCPS makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into LCPS, LCPS shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

LCPS shall notify students who are exempted from LCPS's additional graduation requirements and the student's parent how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

LCPS shall not require any student who would otherwise be entitled to remain in attendance at LCPS to accept the exemption from LCPS's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. LCPS shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from LCPS's additional graduation requirements will continue to apply while the student is enrolled in LCPS or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

LCPS shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from LCPS's additional graduation requirements.

If a student who is exempted from LCPS's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at LCPS, LCPS shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: LCPS will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

LCPS will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, LCPS shall not require the student to retake the portion of the course the student completed unless LCPS, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When LCPS receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), LCPS shall provide these student records within two (2) business days. LCPS shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

LCPS shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left LCPS.

In accordance with LCPS's Educational Records and Student Information Policy, under limited circumstances, LCPS may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Discipline Determinations: If LCPS intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, LCPS will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If LCPS intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, LCPS will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster and mobile youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the LCPS website or upon request at the main office.

Cover Sheet

LCPS 2021-22 Student Handbook

Section:	V. Discussion and Approval Items: Policies for the 2021-22
School Year	
Item:	I. LCPS 2021-22 Student Handbook
Purpose:	Vote
Submitted by:	
Related Material:	LCPS Family Handbook 21-22.docx 8.1.2021.pdf



Family Handbook 2021-2022

Grades K-12

Essential Information for
Parents and Guardians

WHERE OAKLAND SHINES

Lodestar ★ 701 105th Ave, Oakland, CA 94603 ★ **K-5** (510) 775-0255 **6-10** (510) 775-0382

Lighthouse ★ 444 Hegenberger Ave, Oakland, CA 94603 ★ **K-5** (510) 562-8801 **6-10** (510) 562-8225

LCPS Offices ★ 433 Hegenberger Ave, Suite 201, Oakland, CA 94603

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LCPS Vision

LCPS graduates are lifelong changemakers who realize their unique vision—rooted in their identity, knowledge, and skills—to create equity in their own lives and in the world.

LCPS Mission

The mission of Lighthouse Community Public Schools is to prepare a diverse, K-12th grade student population for college and the career of their choice by equipping each child and youth with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learners.

LCPS Core Values

As members of the Lighthouse Community Public Schools community, we hold these values for ourselves and all community members.

- **Community:** We are best when we respect, value and celebrate our diversity and strengthen our connections.
- **Integrity:** We act on our shared and personal values, especially in the face of adversity.
- **Love:** We extend ourselves so that all feel a sense of belonging and acceptance.
- **Social Justice:** We act with courage and commitment to move toward a just and equitable world.
- **Agency:** We are empowered to pursue purposeful action as life-long changemakers.

LCPS Graduate Profile

The LCPS Graduate Profile articulates the skills, knowledge and character traits that support all students in becoming college and career ready.

LCPS graduates are:

Purposeful and Self-Aware:

- Develop and take pride in identities
- Cultivate interests and career objectives
- Set, monitor, and achieve goals

Academically Proficient:

- Demonstrate disciplinary literacy
- Produce high-quality work
- Persist in solving authentic problems

Committed to Service and Justice:

- Advocate for self and others
- Demonstrate leadership
- Interrupt privilege and the status quo

Relationship Builders:

- Show empathy and resolve conflicts
- Collaborate effectively with diverse people
- Develop and maintain physical and emotional health

Independent Lifelong Learners:

- Use agency to lead own learning
- Reflect and seek feedback
- Demonstrate stamina and persistence

School Calendar and Bell Schedule

Lighthouse Community Public Schools Academic Calendar/Calendario Academico 2021-2022

July/Julio 2021							August/Agosto							September/ Septiembre						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

October/Octubre							November/Noviembre							December/Diciembre						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24/31	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

January/Enero 2022							February/Febrero							March/Marzo						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23/30	24/31	25	26	27	28	29	27	28						27	28	29	30	31		

April/Abril							May/Mayo							June/Junio						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

KEY	First/Last Day of Classes Primer Día de Clases	Professional Development—No school Desarrollo Profesional—No escuela
	Holidays—No school Vacaciones—No escuela	Minimum Day Días mínimos



updated 4/21/21

●	7/2/21 & 7/5/21	Independence Day Holiday/Día de la Independencia
●	8/2/21 - 8/6/21	Teacher Work Days — No school/Desarrollo Profesional — No hay clases
	8/9/21 - 12/16/21	Semester 1/Semestre 1
★	8/9/21	First Day of Classes for Students/Primer día de clases para estudiantes
●	9/6/21	Labor Day — No school/Día del Trabajo — No hay clases
●	9/17/21	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	10/11/21	Indigenous Peoples' Day — No school/Día de los Pueblos Indígenas — No hay clases
●	10/29/21	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	11/11/21	Veterans' Day Holiday — No school/Día de los Veteranos — No hay clases
●	11/22/21 - 11/26/21	Fall Break — No school/Vacaciones de Otoño— No hay clases
●	12/17/21	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	12/20/21 - 12/31/21	Winter Break — No school/Vacaciones de Invierno — No hay clases
●	1/3/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
	1/4/22 - 5/26/22	Semester 2/Semestre 2
●	1/17/22	Martin L. King, Jr. Day Holiday — No school/Día Festivo de Martin L. King, Jr. — No hay clases
●	2/11/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	2/21/22	President's Day - No school/Día Festivo del Presidente — No hay clases
●	4/1/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
●	4/4/22 - 4/8/22	Spring Break/Vacaciones de Primavera
●	4/11/22	Teacher Work Day — No School/Desarrollo Profesional — No hay clases
★	5/26/22	Last Day of Classes/Último día del Programa Después de la Escuela
●	5/27/22	Teacher Work Day — No school/Desarrollo Profesional — No hay clases
●	5/30/22	Memorial Day — No school/ Día de los Caídos— No hay clases
●	6/20/22	Juneteenth (observed)/Juneteenth (observado)

Grading periods/ Periodos de calificaciones			KEY	<ul style="list-style-type: none"> ★ First/Last Day of Classes Primer Día de Clases ● Holidays—No school Vacaciones—No escuela ● Professional Development — No school Desarrollo Profesional — No escuela ● Minimum Day — Días mínimos
Semester 1/Semestre 1	8/9/21 - 12/16/21			
Grading Cycle/Ciclo de calificación 6.1	8/9/21 - 9/16/21	28 school days		
Grading Cycle/Ciclo de calificación 6.2	9/20/21 - 10/28/21	28 school days		
Grading Cycle/Ciclo de calificación 6.3	11/1/21 - 12/16/21	28 school days		
Semester 2/Semestre 2	1/4/22 - 5/26/22			
Grading Cycle/Ciclo de calificación 6.4	1/4/22 - 2/10/22	27 school days		
Grading Cycle/Ciclo de calificación 6.5	2/14/22 - 3/31/22	33 school days		
Grading Cycle/Ciclo de calificación 6.6	4/12/22 - 5/26/22	33 school days		

School Bell Schedules

Lighthouse	Lodestar
M, T, Th, F <ul style="list-style-type: none"> • K-5: 8:30-3:30 • 6-8: 8:30-3:45 Wednesday (Minimum Day for Students) <ul style="list-style-type: none"> • 8:30-1:30 	M, T, Th, F <ul style="list-style-type: none"> • K-5: 8:15-3:15 • 6-8: 8:45-4:00 Wednesday (Minimum Day for Students) <ul style="list-style-type: none"> • K-5: 8:15-1:15 • 6-8: 8:45-1:30
Supervision before and after school: <ul style="list-style-type: none"> • Students may be dropped off as early as 7:30am and will be supervised until 4pm (2pm Wed) 	Supervision before and after school: <ul style="list-style-type: none"> • Students may be dropped off as early as 7:15am and will be supervised until 4pm (2pm Wed)
After School Program (For enrolled students) M, T, Th, F: <ul style="list-style-type: none"> • 3:30-6:00 Wednesday <ul style="list-style-type: none"> • 1:30-6:30 	After School Program (For enrolled students) M, T, Th, F: <ul style="list-style-type: none"> • 3:15-6:00 Wednesday <ul style="list-style-type: none"> • 1:15-6:30

Respecting Dismissal Times/Early Dismissal Policy

Unless your child has an appointment or is ill, please do not take your child out of school early. Leaving school early may be disruptive to your child's learning.

If your student must leave school early, the parent/guardian must sign the student out at the front desk. Students will only be released to the parent/guardian and to adults identified by the parent/guardian on their emergency release list. If there is any change to the emergency list, please contact the front desk to notify them of the adjustments.

Students in grades 7-12, inclusive, can be released for confidential medical services, but require the permission of a LCPS adult. Parent permission is not required.

Your Child's Team

At LCPS we want you to feel safe, heard, and important. As such, please know that we have an open door policy and feel free to contact any of us at any time, translation is available - no matter how big or small the reason!

Whenever you have a concern about your child, your **crew leader** is your primary point of contact because they interact with your child on a daily basis and know them best. If there is a need for further help regarding behavior/social/emotional matters the Dean of Students is available to assist you. If there is a need for further help regarding academic matters the Assistant Principals are available to assist you.

This structure is set up so that most concerns can be solved by the teachers, crew leaders or the Dean of Students/Assistant Principals. If there is a serious concern, and no proper action has been taken either by the teacher/crew leader or the Dean of Students/Assistant Principals, then please reach out to your Principal.

LCPS Family Student Resolution Flowchart

At LCPS we thrive to create an environment in which all people feel safe, respected, bring their authentic selves, and thrive. Our approach to resolving problems and conflicts is rooted in our desire to intentionally build and maintain a restorative and responsive school community that supports character and community development. It is our goal to resolve all family concerns in 7 business days of being reported.

Concerns should be elevated first at the school sites -- the staff, teachers, and admin working at the site know your student best and are best equipped to support them. You can share your concern by phone, text, or email; you may also schedule a meeting with the appropriate staff member for Step 1.

Step 1.	Teacher, Crew Leader or ASP Teacher To resolve complaints or concerns relating to student learning or behavioural matters, including specific student incidents that take place in the teacher's class.	Dean of Students To resolve complaints or concerns relating to complex student issues; To resolve concerns or complaints relating to staff members, school policy, school management or extremely complex student issues.
Step 2.	Assistant Principal or Principal If the concern is not successfully resolved in Step 1 within 72 hours, staff or family should escalate the concern to the Assistant Principal. If needed, the Assistant Principal will escalate the concern directly to the Principal. The Director of Student Services will also be informed about the concern by the Assistant Principal or Principal.	
Step 3.	Chief Academic Officer or Director of Student Services	

	<p>If the concern is not successfully resolved in Step 2, the family or admin will escalate the concern to the Chief Academic Officer (for Academic Concerns) or the Director of Student Services (for other concerns).</p> <p>Chief Academic Officer: tina.hernandez@lighthousecharter.org</p> <p>Director of Student Services: stephen.ajani@lighthousecharter.org</p>
Step 4.	<p>Ombudsman (Chief of Staff)</p> <p>If your concern is not successfully addressed, in Step 3, you may elevate your concern to our LCPS Ombudsman, Chief of Staff Robbie Torney. Should a complaint require input from the LCPS Board of Directors, a resolution will be communicated to the family after the board is able to meet.</p> <p><i>email:</i> robbie.torney@lighthousecharter.org</p>

If the Dean of Students, Assistant Principals and Principal are unavailable, feel free to reach out to the front desk to schedule an appointment.

YOUR ADMINISTRATIVE TEAM

Lodestar K-5

Principal: vi.le@lighthousecharter.org

AP: cody.marshall@lighthousecharter.org

Dean: oscar.bermeo@lighthousecharter.org,

Assistant Dean: cruzey.martinez@lighthousecharter.org

Lodestar 6-10

Principal: latora.baldrige@lighthousecharter.org

APs: marcy.hernandez@lighthousecharter.org, (6-8) joe.griffin@lighthousecharter.org (9-12)

Deans: lauren.horton@lighthousecharter.org, (6-8) randy.menjivar@lighthousecharter.org (9-12)

Lighthouse K-5

Principal: lorena.montoya@lighthousecharter.org

AP: shaina.hurley@lighthousecharter.org

Dean: maiyan.barron@lighthousecharter.org,

Assistant Dean: karen.alcala@lighthousecharter.org

Lighthouse 6-12

Principal: jeanine.evains-robinson@lighthousecharter.org

APs: michael.johnson@lighthousecharter.org (9-12), kelly.norris@lighthousecharter.org (6-8)

Deans: geoffrey.godfrey@lighthousecharter.org, (9-12)
miriam.vasquez@lighthousecharter.org (6-8)

After School Program:

Lighthouse: aunnamarie.reyna@lighthousecharter.org

Lodestar: feliciano.echeverria@lighthousecharter.org

Shared Services Staff

Chief Executive Officer: rich.harrison@lighthousecharter.org

Chief Academic Officer: tina.hernandez@lighthousecharter.org

Chief of Staff: robbie.torney@lighthousecharter.org

Director of Student Services: stephen.ajani@lighthousecharter.org

Director of Special Education: erin.wesseldine@lighthousecharter.org

Director of Operations: belen.orozco@lighthousecharter.org

2021-22 Kindergarten Gentle Start

In order to best help our youngest students adjust to school, Kindergarten will start the school year with a "Gentle Start."

- **Early Dismissal Weeks 1 & 2.** Kindergarteners will leave early the first two weeks of school.
- **Virtual Home Visits.** Crew leaders will connect with Kinder families to schedule a virtual home visit (Zoom, FaceTime) one afternoon during Gentle Start. The home visit is a great opportunity for your child and family to get to know their teachers.

Here is the schedule for Gentle Start for 2021-22

Dates	Times	Details
Week 1: August 9-13	Dismissal at 11:00am	Student experience: <ul style="list-style-type: none"> ● Morning crew and classes. Students leave before Lunch & Recess. Students will have the option to grab a bag lunch to take home with them.
Week 2: August 16-20	Dismissal at 1:00pm	Student experience: <ul style="list-style-type: none"> ● Morning crew and classes. ● Lunch and recess (<i>students eat school lunch or can bring in lunch from home</i>) ● 1 afternoon learning block.
Week 3 on	Regular dismissal Lodestar: 3:15pm Lighthouse: 3:30pm or After School Program (ASP)	Student experience: <ul style="list-style-type: none"> ● Full day Kindergarten ● After School Program (ASP) for students who are enrolled

In addition to the "Gentle Start," here are things you can do now to help prepare your kindergartner for this transition:

- **Practice how to dress.** Students need to know how to tie shoes, fasten buttons, close zippers, and fasten belts. If your child can not tie his or her shoes, please use shoes with Velcro or buckles.

- **Reinforce toileting skills.** Students should be able to go to the bathroom and wash up all by themselves.
- **Spend time with other children.** Your child will need to be able to take turns and share materials. The more time children spend with other children, the better prepared they will be for this in the classroom.
- **Speaking up when they need help.** Your child will need to be able to tell a teacher when they need help, have a question, or need to go to the bathroom.
- **Practicing academic skills. Students entering kindergarten should be able to:**
 - Point and say the name of all letters upper and lowercase
 - Point and say the name of all numbers 0-10.
 - Point and say the name of all shapes.
 - Say and write all the letters in their first name and identify the letters in their name.

Attendance Policies & Procedures

At LCPS, **every** day is an essential learning opportunity. Children who are absent for even one day, or who arrive late to school, miss valuable instruction time and can easily fall behind in school. As a parent or guardian, you are obligated to send your child to school and plan vacations and absences for personal reasons to correspond with school holidays so that your child's education is not disrupted.

Success in school goes hand in hand with attendance:

- Starting in kindergarten, absences can cause children to fall behind in school.
- Missing 10 percent (or about 17 days) can make it harder to learn to read.
- Students can still fall behind if they miss just 1-2 days every few weeks.
- Being late to school may lead to poor attendance.
- By 6th grade, students who are frequently absent are more likely to drop out of high school.
- Attending school regularly helps children feel better about school and themselves.
- Good attendance will help children do well in high school, college, and career.

You can support your child by:

- Setting a regular bedtime and morning routine.
- Laying out clothes and packing backpacks the night before.
- Not letting your child stay home unless they are sick. Keep in mind complaints of a stomach ache or headache may be signs of anxiety and not a reason to stay home.
- If your child seems anxious about going to school, talk to teachers, school counselors, or other parents for advice on how to make them feel comfortable and excited about learning.
- Develop back-up plans for getting to school if something comes up. Call on a family member, a neighbor, or another parent.
- Avoid medical appointments and extended trips when school is in session.
- Ask for and complete any work missed during absences.

You can help your teen stay engaged by:

- Finding out if your child feels engaged by his classes and feels safe; ensure they are not missing class because of behavioral issues.

- Staying on top of academic progress and seeking help from teachers if necessary.
- Staying on top of your child's social contacts. Peer pressure can lead to skipping school, while students without many friends can feel isolated.
- Encouraging meaningful after school activities, including sports and clubs.

Communicate with the school:

- Be sure you and your child understand LCPS's attendance policy.
- Talk to teachers or your crew leader if you notice sudden changes in behavior. These could be tied to something going on at school.
- Check on your child's attendance to be sure absences are not piling up.
- Ask for help from school staff, other parents, or community agencies if you're having trouble getting your child to school.

What to do in case of illness

When your child is sick with a communicable illness it is best for your child to stay home to rest and recover. This is especially important given the ongoing spread of COVID-19 in our community.

Please help keep our entire community healthy by keeping your child home if your child:

- Has a temperature of 100 degrees or higher or has had a fever in the last 24 hours
- Has vomited in the last 24 hours
- Has red, crusty, or irritated eyes
- Has live head lice (your child may attend school if they only have nits)
- Has a severe cough

Excused Absences

Excused absences are absences where a student is too ill to report to school, has a medical, legal, dental appointment, a death in the family, is attending a naturalization ceremony, or has another obligation in alignment with LCPS's Attendance Policy for excused absences (Appendix D). **While excused absences are legally permissible, they still affect learning and should only be avoided when possible. Excused absences still count towards students being chronically absent.**

Verification of Absences

All absences require appropriate documentation. A parent/guardian must notify the school the **same day** of absence by telephone, letter, email, or in person. If the school is not notified the same day, when a student returns to school, they must present a satisfactory explanation verifying the reason for the absence. The school office should be informed promptly if your child has a communicable disease so that we can notify other parents, if necessary.

Appropriate documentation includes:

- Signed, written note from parent/guardian, parent representative.
- Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative.
- Visit to the student's home by the verifying employee.
- Healthcare provider verification.

If appropriate documentation is not provided, the absence will be considered unexcused (see below) and your child can be considered truant.

Tardies

Students who arrive at school after the day has started are considered tardy. If a student is tardy, the student must report to the office. Tardies are only excused if a student has a medical, dental, or legal appointment or for reason above (as described above as Excused Absences). All excused tardies require appropriate documentation, such as a note from a parent/guardian or doctor. Traffic, oversleeping, missing the bus are all UNEXCUSED tardies.

Chronic Absenteeism

Any student who is absent (Excused or Unexcused) for more than 10 percent of their days enrolled (17 days) is considered chronically absent. Chronic absence causes extended loss of instructional time. Extended loss of instructional time leads to students falling behind and possible retention. In a case where a student is in danger of being chronically absent, a meeting will be held with the School Attendance Review Team (SART) to create a contract to improve student attendance. If absences continue to occur, the school will refer the parents to a LCPS School Attendance Review Board (SARB) meeting where a plan will be developed. If that plan is not completed, the parents may be referred to the Alameda County District Attorney.

Truancy

In California, all children are required by law to attend school between the ages of 6 and 18, and must have good attendance records as well. If the student is under the age of 6, the school is still required to follow the same procedure. Three (3) Unexcused Absences and/or tardies more than 30 minutes designate a student as truant. If a student becomes truant, it will generate a SART meeting to implement an attendance contract. Failure to meet expectations of attendance contract can lead to a LCPS School Attendance Review Board (SARB) Meeting where a plan will be developed. If that plan is not completed, the parents may be referred to the Alameda County District Attorney.

Unexcused Absences	Consequences
One - Two	<ul style="list-style-type: none"> ● Phone call home from the front desk, crew leader, or administrator.
Three (3) <i>Student will be officially designated as truant</i>	<ul style="list-style-type: none"> ● First official truancy notice from the school. ● Phone call home from the front desk, crew leader, or administrator. ● Possible initiation of SART Process <ul style="list-style-type: none"> ○ <i>Family meeting with parent, student, and administrator to develop a support plan.</i>
Five (5)	<ul style="list-style-type: none"> ● SART Meeting Initiated & Contract Developed <ul style="list-style-type: none"> ○ <i>Family meeting with Parents, Students, Principal, Dean of Students, Teacher Crew Leader. Develop Attendance Contract.</i>
Six (6)	<ul style="list-style-type: none"> ● Second official truancy notice from the school

Ten (10) <i>Student in danger of chronic absenteeism.</i>	<ul style="list-style-type: none"> ● Third official truancy notice from the school. ● SART Meeting Initiated & Contract Reviewed ● Possible Referral to SARB <ul style="list-style-type: none"> ○ Possible referral to hearing with family, student, administrator and LCPS personnel. <p><i>*If a student is absent 10 consecutive days without communication, student will be in danger of involuntary disenrollment. See appendix D.</i></p>
Fifteen (15)	<ul style="list-style-type: none"> ● Fourth official truancy notice from the school. ● Referral to SARB <ul style="list-style-type: none"> ○ Possible referral to hearing with family, student, administrator and LCPS personnel. ● Possible Referral to District Attorney/County
Twenty (20)	<ul style="list-style-type: none"> ● Student may be retained at their current grade level for the following year. ● Referral to District Attorney/County

Unexcused Tardies	Consequences
Three (3)	<ul style="list-style-type: none"> ● Student determined as truant.
Six (6) <i>Student will be officially designated as truant.</i>	<ul style="list-style-type: none"> ● First official notice from the school ● Family Meeting
Ten (10)	<ul style="list-style-type: none"> ● Second official notice from the school ● Begin SART process..
Fifteen (15)	<ul style="list-style-type: none"> ● Third official notice from the school. ● SART, Contract Implemented
Twenty (20)	<ul style="list-style-type: none"> ● Fourth official notice from the school ● Referral to SARB.

LCPS Approach to Discipline

At LCPS, the aim of student discipline is to ensure students are physically and emotionally safe, to ensure that time for teaching and learning is maximized, and to maintain a strong sense of culture and crew amongst students and teachers. At the heart of student discipline and school norms are our LCPS Core Values. These are character traits that are necessary for achievement of our mission and success in college, and beyond. We expect all adults and students to model the core values on a daily basis. They are:

- **COMMUNITY:** We are best when we respect, value and celebrate our diversity and strengthen our connections.
- **INTEGRITY:** We act on our shared and personal values, especially in the face of adversity.
- **LOVE:** We extend ourselves so that all feel a sense of belonging and acceptance.
- **SOCIAL JUSTICE:** We act with courage and commitment to move toward a just and equitable world.
- **AGENCY:** We are empowered to pursue purposeful action as life-long changemakers.

Restorative Justice (RJ)

At LCPS, we believe that community is created and must be fostered constantly. We use Restorative Justice (RJ) as a tool to help nurture our community. The quote below speaks to its nature:

"Restorative justice promotes values and principles that use inclusive, collaborative approaches for being in community. These approaches validate the experiences and needs of everyone within the community, particularly those who have been marginalized, oppressed or harmed. These approaches allow us to act and respond in ways that are healing rather than alienating or coercive."

- *The Little Book of Restorative Discipline for Schools: Teaching Responsibility; Creating Caring Climates* by Lorraine Stutzman Amstutz and Judy H. Mullet

The intention of Restorative Justice is to build community through getting to know each other, to value each other, and to resolve harm within our community when it does occur. The goals of using Restorative Justice practices in our school are to:

- Build community.
- Understand any harm that was caused.
- Encourage empathy for the harmed and the harmer.
- Support a culture of accountability and responsibility using reflection and a collaborative plan to address the harm done.
- Listen to the needs of all involved and create supportive communication.
- Create shared agreements to move forward.

Common RJ phrases and practices

You may hear your students use some of the shared language of Restorative Justice from your child. The terms below are here to support your shared understanding, and are there for your use if you are asked to participate in RJ practices. This language helps us to separate the behavior or action from a judgement on an individual.

- **Harm:** Hurt caused to a person or to the community
- **Harmed:** Person who received the harm
- **Harmer:** Person who did the harm
- **Circle Keeper:** Person who facilitates a circle
- **Advocate:** Family/community members, students, staff listening/speaking in support of RJ
- **Circles/ Community Meetings:** The purpose of circles and community meetings are to address current events or issues happening in our community. You may hear different types of circles mentioned, such as a "Harm Circle," "Community Circle" or a "Welcome Circle."

Parent/Guardian Role

As a parent/guardian you play a significant role in supporting your child's wellbeing and for helping us all create a collaborative, inclusive community. As an advocate for your child, you may be asked to participate in restorative circles. You may also be required to participate in student re-entry meetings or conferences regarding your child's behavior. We welcome these conferences as opportunities to support positive communication and work as a team to support your child.

Staff Role

Our staff also plays a significant role in supporting your child's wellbeing as well as supporting the overall safety of the school community. Staff will also serve as student advocates and restorative circle participants. It is imperative that staff participate in reentry circles and always work together with students and families to repair any harm.

The intention of Restorative Justice is to build community through getting to know each other, value one another, and resolve harm within our community when it does occur. It may coexist with, overlap with, or be independent of other consequences connected to our behavior policies, up to and including suspension and expulsion when circumstances merit.

LCPS Student Behavior Expectations

Common Behavior Support Practices (Level 1 & 2 Behaviors)

We know that students will need a variety of support in choosing behaviors that align with our school's core values. Students may struggle to meet community rules and norms. We believe that these opportunities allow for "teachable moments" for students. We aim to not judge the child or youth, but rather to support them in modifying the behavior they are exhibiting. Most behaviors can be managed in the classroom between the teacher and student. In all of our classrooms, we expect to see the following behavior modification techniques:

- Adults will name the behavior that does not fit within the community's values/norms.
- Students will be redirected and provided time to correct their behavior.
- Students will have time, when necessary, to reflect independently upon their behavior by taking a break inside the classroom space.
- Counselors or administrators may be called to give students one-on-one support in the classroom when necessary to help students in meeting classroom expectations.

Common Behavior Support Practices (Level 3+ Behaviors)

A student will be referred to an administrator for immediate support and may be removed from the classroom to receive additional support or intervention when:

- the student's actions cause great danger to the physical and/or emotional well-being of other students.
- multiple attempts at behavior redirection have been made, without change in the behaviors and the actions of the student is greatly inhibiting the learning of the other students.
- the student's actions violate our suspension and expulsion policy.

In the cases where students are removed from a classroom, parent/guardian will be notified and a record of the incident will be documented for parent and teacher reference. Removal from the classroom for any length of time shall be used as a last resort, especially for students who have or may have a disability.

The Use of Consequences

In addition to repairing harm, there are times that consequences will be applied as well. At times students may continue to violate behavior expectations, despite the use of our common behavior modification practices. At this point, teachers may choose to use consequences for students' negative actions within the following parameters:

- Consequences aim to be logical, predictable, consistent, and culturally and developmentally responsive. Examples include the warnings and time-outs as well as loss of playtime or phone calls home.
- Consequences, whenever possible, are logical and linked to the action. For example, a student who tags in the bathroom will clean up their tagging and spend an afternoon or more working with the janitorial staff to clean the building.

Referrals to Dean

If a student violates any behavior expectations, they may be referred to an administrator for additional support at the discretion of the teacher or adult working with the child.

Depending upon the specific circumstances surrounding the student's behavior, a student may remain with the administrator to take a break and reflect, and an appropriate consequence will be devised. Depending on the violation, a student's parent or guardian might be called to immediately pick up the child and the student will remain in the office until he/she is picked up. If a child is asked to be picked up, this will count as a suspension. It is important to note that students may be immediately suspended for certain/specific behaviors. See the **Suspension and Expulsion Policy and Procedures** for more information. Suspensions are administered by a school official.

Suspension and Expulsion Policy and Procedures

See **Appendix C** for a full explanation of policy as it is essential that parents/guardians understand these policies.

Coordination of Services Team (COST)

At LCPS teachers regularly assess students and monitor both growth and achievement against grade-level standards. Any student not making adequate progress will be supported through our intervention system. Interventions and supports always begin within the classroom. Students with significant needs may also be referred for intervention services outside the classroom including reading intervention, math intervention, after school intervention, centers, etc. In our model, interventions and the COST meetings are used to help get students services in order to succeed. The COST team meets regularly and continues to monitor the progress, update intervention plans as necessary, and to determine if a student should be referred for a special education assessment. Note that the COST process may not be used if a parent/guardian requests special education evaluation; LCPS will respond to parent/guardian requests for special education evaluation within 15 days. If you have any questions about intervention support, please reach out to your crew leader or to the Assistant Principal who oversees interventions.

Special Education and Students with Disabilities

LCPS is dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Lighthouse provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEIA"), Education Code requirements, and applicable policies and procedures of the El Dorado Charter SELPA. These services are available for special education students enrolled at LCPS. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. LCPS collaborates with parents, students, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, LCPS is responsible for identifying, locating, and evaluating children enrolled at LCPS with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. LCPS shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Erin Wesseldine, Director of Special Education, at erin.wesseldine@lighthousecharter.org or 510-562-8801.

Section 504

LCPS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of LCPS. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by LCSP. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to their Principal or the Director of Special Education. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

Student Retention Process

As part of the intervention and support process, students may be identified as candidates for retention. As soon as a student is meeting one or more of the criteria for retention, the following steps must be taken:

The student and parent will be notified of their current status. This notification will happen at the January Student Led Conference meeting and written communication will be sent home. At this time:

- The student and family will know which criteria is currently qualifying the student for retention.
- The student will create goals and strategies that directly address their current academic needs. At this time, a plan will be drawn up detailing the student's current achievement levels and the goals that the student must meet in order to be promoted to the next grade. (In some cases, these goals may be different than the usual end-of-grade benchmarks).
- The team will schedule a follow up meeting to measure progress toward goals
- The teachers and team will collect and maintain both academic and social/emotional data on student.
- Families of students who are possible candidates for retention should be informed no later than the January Student-led Conference meeting.

The final decision to retain a student will be discussed by a committee including the student's teacher(s), the Principal, and the student's parent/guardian. This committee should consider the student's progress to date, the amount of effort put forth by the student, and any other relevant factors. While the Principal will accept input from teacher(s) and family of the student, in grades 1-8 the final decision to promote or retain will be made by the Principal.

Should the parent/guardian disagree with the school committee's recommendation, the parent/guardian may appeal the decision to LCPS' Director of Student Services (stephen.ajani@lighthousecharter.org). The Director of Student Services will convene the committee including the student's teacher(s), the Principal, and the student's parent/guardian. In the event of an appeal, the Director of Student Services makes the final decision.

In Kindergarten, a recommendation for retention may be made by the Principal, but must be approved by the student's parent/guardian.

Family Engagement

At Lighthouse Community Charter School, we believe that families are an essential part of their child's education. After all, you are your child's first and most important teacher!

Ways to support your child's success:

- Ensure that your child attends school every day, on time. Do not take vacations or plan extended absences during the school year.
- Create a quiet environment at home for studying and homework with no TV or other electronic devices (cellphones, tablets, game consoles, etc).
- Read with your child each night. If your child is older, have a home reading time when everyone reads each night.
- Turn off the TV, computer, and cell phone and engage in family conversation.
- Monitor your child's homework. Check it and discuss it with your student daily.
- Let your child know that you believe in them, that getting smart will take hard work, and that you and the school are there to support them every step of the way in preparing for college.
- Come to all school meetings.
- Read all communications from the school.
- Stay in touch with your child's teachers.
- Carefully read and respond to your child's progress reports and report cards.
- Have a computer available for your child to use to do homework, research, etc. If you need access to a computer or the internet at home, please reach out to the Family Liaison.

Ways to deepen your involvement in the school

We hope that you are involved with the school in many ways. Here are some ways for you to get involved in the broader life of the school.

- Volunteer in your child's classroom or at the school (See Volunteer Policy)
- Attend our State of the School meetings
- Chaperone fieldwork trips
- Attend parent work days and special events
- Participate in all Family Events
- Join or participate in formal family leadership meetings, including School Site Council (SSC) meetings and English Learner Advisory Committee (ELAC) meetings.
- Participate in parent workshops & trainings (ex: Mental Health workshops led by Clinica de la Raza, parent leadership with CCSA, etc.)

Family Events

At LCPS, we have key events that we highly encourage all families to attend as partners. These events are connected to student learning and are as follows:

- Student-Led Conferences (SLCs)
- Back to School Night
- Expositions of Student Work
- End of Year Passages
- Community Meetings throughout the year, as scheduled

Family Surveys

Each year, we ask parents to take satisfaction surveys to inform us of how we are doing. If you have a concern, do not hesitate to contact your child's teacher or an administrator.

Fundraising

You can also have a meaningful impact in your student's life by giving a donation to LCPS. Donations are gratefully accepted, but not required to enroll in or attend a LCPS school. Your donations help pay for essential programs. There are two main ways to donate:

- A monthly, recurring donation — you can sign up online at lighthousecharter.org to make a monthly donation in the amount of your choice.
- A one-time gift — please give your donation to a staff member at one of the front desks. Checks should be written to: Lighthouse Community Public Schools. Cash is accepted as well.

Please give in the way that is best for you. We are inviting all families who are able to give a minimum of \$20 in the 2021-2022 school year. If everyone gives, it will make a big difference! For questions, email Director of Development Karen Fee: karen.fee@lighthousecharter.org.

Communication Methods for Families

There are several ways you can get information about what's happening at school.

Method	Purpose
Automated Phone Messages / Texts / Emails	You can enroll in your preferred method of communication through Parent Square, which is connected to our Aeries Student Information System. LCPS will send regular updates via your preferred method of communication.
Lighthouse Website	Information about upcoming events are available on our website at http://www.lighthousecharter.org .
Weekly Newsletter	Weekly Newsletters will be sent out on Fridays via Parent Square.
Translation Support	LCPS is responsible for providing interpretation services in a family's language. Staff members, professional interpreters, and trained students are used to provide interpretation. In order to request interpretation, please contact our front office staff. Parents may opt-out of having interpretation services provided by LCPS trained students. See opt-out disclosures below.
Front Office	If you have any questions about news, concerns, or any other needs, please feel free to speak to our front office staff.

LCPS Volunteer Policy

At LCPS, we believe that we can only achieve our mission of preparing students for college and a career of their choice with the support of our entire Community. We welcome the helping hands of volunteers and community members and believe that everyone has something meaningful to contribute to our school. To that end, we have created a volunteer policy that both protects the safety of our students and school and promotes participation from all groups. We define a volunteer as someone who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation. Volunteers may or may not be family members of students. A volunteer must be 18 years of age.

There are two types of volunteers at LCPS: supervised and unsupervised. Supervised volunteers are those who remain in the same room as a LCPS faculty or staff member when working with students. (i.e. a classroom helper). An unsupervised volunteer is one that works one-on-one with students away from under the direct supervision of LCPS staff. (i.e. tutoring a student one-on-one) As a member of our educational team, we welcome suggestions and opinions of volunteers. However, it is the professional staff that is held responsible by law for decisions that are made regarding the instruction of students and the management of the school.

All volunteers must complete a volunteer registration form and comply with the volunteer guidelines. Forms are available at lighthousecharter.org.

Safety Requirements

1. All volunteers, regardless of your assignment, must fill out and submit a volunteer registration form.
2. All volunteers must submit proof of an up to date negative TB test.
3. Supervised volunteers do not need to conduct a fingerprinting background clearance. Unsupervised volunteers do.

Please see **Appendix F** for full Volunteer Policy. Please reach out to our Family Engagement Coordinators for more information:

- Lodestar: taimani.lauti@lighthousecharter.org
- Lighthouse: evelin.torres@lighthousecharter.org

Lighthouse Dress Code (K-12)

We believe that students should focus their energy and attention on their academic development and not on style or the clothes of their peers. Dress code is important to school safety since students are often outside of the school facility and students in uniform are easily recognized to all school community members. LCPS families should reach out to their school sites if they need any assistance or have questions about the dress code. The dress code is simple:

K-8	
Top	<p>Lighthouse Shirt: Solid Forest Green Polo-style shirt or T-shirt with Lighthouse logo (Solid color, forest green shirts without the Lighthouse logo are also acceptable, but may not have any additional logo or writing)</p> <p>If any shirts are worn underneath, they must be black, white, green, or grey.</p> <p>Sweatshirts, jackets and sweaters worn in the building must be forest green as well.</p>
Bottom	Khaki (cotton twill) pants, skirts or shorts.
Shoes	Rubber bottom, flat soled shoes. No flip flops or open toed shoes.

9-12	
Tops	<p>Shirt, Sweater, and Jackets</p> <ul style="list-style-type: none"> All tops (shirts, sweatshirts, hoodies, jackets, etc.) <u>must</u> meet the dress code requirement. Athletes may wear school approved jerseys and warm-ups on game days. Students may wear APPROVED (by administration) crew shirts and sweatshirts.
Bottoms	<p>Pants/skirts</p> <ul style="list-style-type: none"> No offensive patches, patterns, designs, or other lettering on clothing. No pajamas, sport, jogger, or sweat pants. No sagging. <p>Jeans: Black jeans, blue denim, or grey jeans.</p> <p>Distressed/ripped Jeans: Ripped jeans are acceptable at school as long as they do not expose underwear, bare midriiffs, abdomen, or buttocks.</p> <p>Skirts or Shorts: Students should be able to sit without exposing undergarments while wearing shorts, skirts, and dresses.</p>
Footwear	<p>Shoes</p> <ul style="list-style-type: none"> Rubber bottom, flat-soled, closed toed shoes.

	<ul style="list-style-type: none"> • No flip flops or open toed shoes, slides, house shoes, slippers.
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Other Uniform and Dress Code Information:

- Students MAY NOT wear red or blue on campus (including shoes, accessories, etc).
- All other clothing items are to be made of plain material and are not to have any words or decorations other than a printed school approved logo.
- The uniform must be worn throughout the school day and on campus - Students MAY NOT wear other clothing over their uniform. If a student is on campus, they should be in uniform.
- Changing clothes at school, unless for a school sponsored activity, is not allowed.
- No sweatpants, joggers, leggings, or sport pants.
- No headwear of any kind, including hats (unless outside for sun protection or for specified medical or religious purposes), headbands, and handkerchiefs for all genders.
- Coats or jackets worn outside do not need to be forest green.
- Label outerwear with student's name.

Fitness clothing options for middle school students:

- Top: any t-shirt or sweatshirt that is not red or blue and does not contain any inappropriate language or imagery
- Bottom: comfortable exercise pants (i.e. sweats, yoga pants, basketball shorts etc.). No jeans.
- Shoes: comfortable athletic shoes; no red or blue shoes

Clothing should be kept neat and clean at all times and must fit appropriately. Specific suggestions are listed below:

- Pants must be the appropriate size.
- Skirts and shorts must not be shorter than four inches above the knee.
- Pants must be worn at the waist – no sagging.
- Shirts must fit appropriately - neither too small or too big.

Teachers have the right to ask students to remove any external part of a student's outfit that is distracting or disruptive during class time.

If an LCPS staff member determines that a student's attire is inappropriate or disruptive to the educational environment as described hearing, the following may occur:

1. The student may be asked to briefly leave class to change clothing to align with this dress code.
2. LCPS may confiscate items that violate the dress code.
3. LCPS may notify the student's parents/guardians of the dress code violation(s).
4. LCPS may schedule a conference with the student's parents/guardians to discuss the dress code violation(s).

Students may not be disciplined, penalized academically, or removed from class as a consequence for wearing "inappropriate" attire.

If parents find abiding by the school dress code is financially difficult, financial aid is available. Please contact a Dean of Students if you need more information about dress code financial aid.

Purchasing Uniforms

Plain Dark Green Uniform Shirts and khaki pants, shorts and skirts can be purchased at the following retailers. Please ask school staff if you have questions about the dress code or uniform. Uniforms with logo are not mandatory, however, families do have the choice of uniform tops with our logo.

Store	Website	Color	Starting Prices
Bancroft Uniforms	www.bancroft-uniforms.com	Green	\$13+ polo shirt /\$23+ Khaki pants
Dennis Uniforms	www.dennisuniform.com	Dark Green	\$16+ polo shirt/\$24+ khaki pants \$27+ sweater or hoodies
Old Navy	www.oldnavy.com	Plant Life	\$10+ polo shirt/\$20+ Khaki pants \$13+ sweaters/\$13+ Uniform vest
Walmart	www.walmart.com	Hunter Lodge / Deep Forest	\$6 polo shirt/\$18 Khaki pants \$10 sweater or hoodies

Professional Dress Days

Several times throughout the year teachers or crew leaders may require students to come dressed in professional attire. Professional dress times include: EXPO, in-class presentations, student-led conferences, or other celebrations of learning. Please note, professional dress is not free dress!

The guidelines for Professional Dress Days are the same for Free Dress Days (see below) and can include:

- Pant suits
- Dress shirts and slacks- no jeans!
- Skirt suits
- Dresses
- Dress shoes and heels

Free Dress Days

On occasion, students will be given "free dress passes" or the entire school may have a free dress day. You will be notified by phone or in writing if there is a free dress day.

Guidelines for Free Dress days:

- No hats
- No revealing clothing
- No gang-affiliated clothing or gang paraphernalia (no red or blue)
- No inappropriate language, images or symbols on clothing

- No drug or alcohol references
- No guns or weapons
- No sexually explicit content or clothing
- No violent imagery

If a student is not sure whether an outfit is approved to wear on free dress day:

1. Bring the clothing in early to get it approved by teacher/crew leader
2. Plan to bring a change of clothes in case the outfit does not follow dress code
3. Don't wear it

Electronic Devices & Games

At Lighthouse, we understand that students will bring electronic devices to school, but students bring phones, iPods, and other games to school **at their own risk**. Lighthouse will not take responsibility for the security and safety of these devices. If a student is using a device at an inappropriate time or place, the device will be confiscated by staff and returned to the parent only.

Cell Phones/ Headphones-Earbuds / Electronics/ Games and Toys Policy

Grade Level	When can it be out?	When should it not be out?	Consequence (if policy is violated)
K- 5th	In pick-up or drop-off zones only with faculty permission.	In classrooms or the school building during school hours.	Item taken until end of day or returned directly to parent/guardian
6-12	In pick-up zones, drop-off zones, and in the lunchroom during lunch hours only with faculty permission.	In classrooms or the school building during school hours.	Phone returned ONLY to parent/guardian Note: repeated violation of this policy may result in the development of a specific agreement between the student, parent/guardian, and school around electronics.

At **no time** should a student's phone or personal electronics be used within the school building without teacher permission. Not before school, not during school, not after school. **If it's in use, out or heard – it's taken!**

Personal electronic devices may be used on campus during school hours only:

- In the case of an emergency, or in response to a perceived threat of danger.
- When an LCPS teacher or administrator grants permission to a student to possess or use a personal electronic device, subject to any reasonable limitation imposed by that teacher or administrator.

- When a licensed physician and surgeon determines that the possession or use of a personal electronic device is necessary for the health or well-being of the student.
- When the possession or use of a personal electronic device is required in a student's individualized education program ("IEP").

Toys- Students should leave toys at home. Should a student bring toys to school they will immediately be confiscated and returned to a parent or guardian.

Student Use of Computers and the School Network

As part of learning experiences, students routinely use a variety of school technology equipment and resources (i.e., access to the network, routine use of Chromebooks). The use of this equipment comes with responsibilities. Failure to abide by the following guidelines and those on the G-Suite agreement may result in the revoking of this privilege:

- Do not attempt to modify the appearance or operation of any technology equipment. This includes, but is not limited to: commands, copying or installing software, setting passcode locks or copying files of any type. Each one should remain in its original or staff-set configuration.
- Tampering with or vandalizing hardware, software, or data will not be tolerated. It is each student's responsibility to check the computer before and after use and to report problems to the teacher immediately.
- Students will only use applications, software and programs required to complete assignments/projects and only those that have been approved by the teacher of the current class. Failure to stay "on task" may result in loss of technology privileges and/or further disciplinary actions. Students should not use personal or school equipment to play online or video games.
- No food or drink is allowed near any school technology.
- Students may use the Internet only when authorized, and they must abide by school guidelines.

Violations of any of the rules stated above or any other disruptive technology-related actions will result in the loss of technology privileges, and may include other consequences based on the severity of action.

G-Suite for Education

At LCPS G-Suite for Education is a vital part of our educational program. With the G-Suite of projects, your child is able to access a wide range of tools that enhances their technological education, as well as allows them to have access to Gmail, Calendar, Docs, Classroom, and more used by tens of millions of students and teachers around the world. At LCPS, students will use their G Suite accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st century digital citizenship skills. Please refer to the G-Suite for Education Notice to Parents and Guardians in **Appendix G** for more information.

School Supplies

One step to creating a college-going mindset in your student is making sure they are prepared for school each day with supplies used in class. Students will be provided with all necessary learning supplies to engage in their learning. Below

K – 5th Grade

Below are items students may need to be prepared for each day:

- Uniform (see Dress Code section for more details)
- Thermos or water bottle clearly labeled with name
- A backpack to transport homework, communication
- Lunchbox labeled with name (if student is bringing lunch from home)
- Homework supplies (to be kept at home): pencil, Glue Stick, Scissors, Crayons, Pencil Sharpener

6-8th Grade

Below are items students may need to be prepared for each day:

- Thermos or water bottle with their name clearly visible in Sharpie
- Uniform
- A backpack
- A pencil case/container
- Scissors
- 3 sharpened pencils and 3 pens (please keep a supply of pens and pencils at home so your student can replenish their pencil case when running low)
- Pencil Sharpener with attached shavings catcher
- Scientific calculator (optional)

Donations

Below are helpful materials families may wish to donate. Please bring these to your child's crew leader. Teachers may provide more detailed lists of supplies at Back to School Night and throughout the year):

- Tissues
- Paper towels
- Antibacterial wipes (e.g. Lysol or Clorox)
- Non-perishable snacks in bulk (e.g. Goldfish crackers) No nuts, please.
- Pencils, markers, crayons, colored pencils

Transportation

Lighthouse: Getting to and from Campus

AC Transit

There are several ways to get to LCPS schools on public transportation.

Parking

Parking inside the gates at Lighthouse and Lodestar is limited to staff-use only. Parents who are visiting the campus will need to park on the street. Please be respectful to the neighboring businesses and do not park in their parking lots. You risk the chance of being towed.

Please be mindful of your speed limit near our schools. Our schools are in school zones; the safety of our students and families is our number one priority.

Meals Program

Lighthouse Community Public Schools participates in the National School Lunch Program. Applications for free or reduced price meals are included in registration packets to all families and can also be obtained at the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible. Completed application forms can be returned to the main office. LCPS will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per school day.

LCPS also maintains a School Wellness Policy pursuant to state and federal requirements. A copy of the complete Policy is available upon request at the main office.

This year, we are partnering with The Lunch Master to provide breakfast and lunch throughout the school year.

Breakfast

Students will be able to receive breakfast each day at no cost through our universal breakfast program. Breakfast foods may include items such as bagels, cereal, muffins, breakfast sandwiches, pancakes, omelets, fruit, and milk.

Lunch

- Free to students who qualify for FREE MEALS
- \$0.40 per day for students who qualify for REDUCED MEALS
- \$3.25 per day for students who do not qualify for free or reduced lunch

Snack

Students will not be provided snacks during the day. Students who are in the after school program will be provided a snack at no extra charge.

How to Pay for Meals

The school will accept cash, checks, or money orders. At any time if you feel you cannot pay for meals, but need your child to eat at school, please talk to a school administrator. We will help meet your family's needs. You will receive a monthly bill notifying you of your balance.

Tracking Meals and Billing

Please fill out appropriate paperwork at registration if you want your child to participate in our food program. You will be asked to provide income information. Students whose families qualify for free lunch will not need to pay. Families of students who qualify for reduced or paying will be billed monthly. No fund transactions occur during lunch time at the point of sale at any time.

If your outstanding balance reaches \$50.00, you will receive a school notification to make you aware and to make a payment immediately. **If your income status changes at any time, please inform the front desk immediately to fill out a new Free and Reduced Lunch application form. This is very important to ensure that your child is qualified for the correct meal price at all times.**

Please make us aware immediately if there are any food allergies. A doctor's note is required for special dietary restrictions. If you have any questions, please feel free to reach out to our main office who can put you in contact with our meals program personnel.

Annual Notices

Directory Letter *Opt Out* Notice

Dear Parent/Guardian,

"Directory information," which is defined as set forth below, may be released to requesters in limited circumstances by LCPS, without additional notice to you, unless you timely "opt out" of such disclosures, in writing.

State and federal law allow for directory information to be disclosed to any requesters, except those who intend to use the information for commercial purposes. However, this school's policy is to not release directory information to any requestor, for any purpose, without specific prior parent/guardian consent in each situation, EXCEPT we will release such information to requestors that engage in political advocacy or information dissemination related to California charter schools.

If you do not want Lighthouse to disclose your contact and other directory information from your child's records to such persons or entities without your prior written consent, you must notify us in writing by September 6, 2021.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. Lighthouse has designated the following information as directory information:

- Parents'/guardians' names;
- Address;
- Electronic mail address;
- Phone number;
- Dates of attendance;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees, honors, and awards received; and
- The most recent educational agency or institution attended

Thank you for your cooperation.

Sincerely,
Your LCPS Administrative Team

Nondiscrimination

Lighthouse Community Public Schools does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

LCPS adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

LCPS does not discourage students from enrolling or seeking to enroll in LCPS for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. LCPS shall not encourage a student currently attending LCPS to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of suspension/expulsion, involuntary removal in accordance with LCPS's attendance policy, and/or LCPS Independent Study Policy.

LCPS does not request nor require student records prior to a student's enrollment.

LCPS shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

LCPS is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). LCPS also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. LCPS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which LCPS does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. LCPS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the LCPS Uniform Complaint Procedures ("UCP") Compliance Officer:

Robbie Torney, Chief of Staff

Lighthouse Community Public Schools
 433 Hegenberger Road, Suite 201
 Oakland, CA 94621

Please see Appendix H for our Uniform Complaint Procedures and form.

The lack of English language skills will not be a barrier to admission or participation in LCPS's programs or activities. LCPS prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Standardized Testing Notification

LCPS shall annually administer required state testing to the applicable grades, known as the California Assessment of Student Performance and Progress ("CAASPP"). Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse his or her child from any or all parts of CAASPP shall be granted.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must have a minimum number of immunizations (shots) before they can attend school. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not receive classroom-based instruction until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from classroom-based instruction until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school
Entering Kindergarten	Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two

	<p>doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<p>Entering 7th Grade</p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses</p> <p>NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), <u>in addition to</u> the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

Physical Examinations and Right to Refuse

All students are to have completed a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Dean of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Oral Health Assessment

Students enrolled in kindergarten in a public school (or while enrolled in first grade if the pupil was not previously enrolled in kindergarten in a public school) are required to have an oral health assessment completed by a dental professional. Please contact the office if you have questions about this requirement.

Mental Health Services

LCPS recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at LCPS and in our community, or both, as provided, is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact an LCPS clinician, or to contact their crew leader who will contact an LCPS clinician on their behalf.
 - Lighthouse lead clinician: courtney.cereface@lighthousecharter.org
 - Lodestar lead clinician: zeyda.garcia@lighthousecharter.org
- Our LCPS counselors support students by providing individual sessions, group sessions, or parent consultations whenever a student is having a difficult time due to academic stress, transition or changes in their environment, or social concerns, including isolation. Counseling services, whether provided by LCPS or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Erin Wesseldine, Director of Special Education, at erin.wesseldine@lighthousecharter.org or 510-562-8801 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact your site's Dean of Students.

Available in the Community:



ALAMEDA COUNTY Mental Health Resources

acoe.org/mentalhealth



Crisis Hotlines & Textlines

A Safe Place Crisis Line

Domestic Violence and Teen Dating Violence support
English, language interpreters as needed
510-536-SAFE (7233)

Bay Area Women Against Rape (BAWAR)

24 Hour Crisis Line
English and Spanish
510-845- RAPE(7273)

Crisis Support Services of Alameda County

24 Hour Crisis Line
English, language interpreters as needed
1-800-309-2131
Text message support from 4pm to 11pm
English
Text "Safe" to 20121

Crisis Text Line

24 Hour Crisis Line
English
Text "LISTEN" to 741-741

Family Violence Law Center

24 Hour Crisis Line
English, language interpreters as needed
1-800-947-8301

National Suicide Prevention Lifeline

24 Hour Crisis Line
English, language interpreters as needed
1-800-273-TALK(8255)
Spanish
1-888-628-9454

Teen Line (Teens Helping Teens)

English
Call: **(800)-TLC-TEEN** from 6PM-10PM
Text: **Text "TEEN" to 839863** from 6PM-9PM



View our
resources online



Serving All of Alameda County

ACCESS

Information, screening and referral line for mental health, drug/alcohol services and treatment in Alameda County
English, Spanish
1-800-491-9099

Family Paths Parent Support Hotline

24-hour support and mental health referrals, with offices in Oakland & Hayward
English and Spanish
1-800-829-3777



North Alameda County

BERKELEY

A Better Way
English and Spanish
510-601-0203

Berkeley Youth Alternatives

English and Spanish
510-845-9010

City of Berkeley Family, Youth & Children Services

English and Spanish
510-981-5280

Jewish Family & Community Services of the East Bay

English and Spanish
510-704-7475

OAKLAND

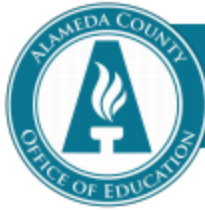
Asian Community Mental Health Services
English, Mandarin, Cantonese
510-869-6000

Brighter Beginnings Mental Health Services

English and Spanish
510-903-7500

Kaiser Permanente Oakland Child and Family Services

English, Spanish, Mandarin, Dutch, Hindi and language interpreters
510-752-1075, option 4 for Child and Family



ALAMEDA COUNTY Mental Health Resources

acoe.org/mentalhealth

View our
resources online



N North Alameda County *continued*

OAKLAND *(continued)*

Pathways Counseling Center, Girls Inc.
English and Spanish
510-357-5515

UCSF Benioff Children's Hospital Psychiatry
Youth Uprising/Castlemont Health Center
English, Spanish, and language interpreters as needed
510-428-3556

Chappell Hayes/McClymond's Health Center
English, Spanish, and language interpreters as needed
510-835-1393

West Coast Children's Clinic
English and Spanish
510-269-9030

La Clinica de la Raza
English and Spanish
510-535-6200

Multi-lingual Counseling Center
English, Spanish, Farsi, Hindi, Dari, Korean
510-451-0661

Native American Health Center
English and Spanish
510-434-5421

West Oakland Health Center
English, language interpreters as needed
510-835-9610

Youth Uprising
English
510-777-9909

S South Alameda County

ALAMEDA

Alameda Family Services
English and Spanish
510-629-6300

Community Health for Asian
Americans (CHAA)
Bengali, Bhutanese, Burmese, Cantonese,
English, Hindi, Lao, Mandarin, Mien,
Mongolian, Nepalese, Rakhaing, Russian,
Spanish, Thai, Tibetan, Tongan, Urdu, and
Vietnamese
510-835-2777

HAYWARD

Hayward Youth and Family
Services
English and Spanish
510-293-7048

La Familia Counseling Services
English and Spanish
510-881-5921

NEWARK

Multi-lingual Counseling Center
English, Spanish, Farsi, and Dari
510-451-0661

SAN LEANDRO

Hively (formerly known as Family
Service Counseling and Community
Resource Center)
English and Spanish
510-483-6715

REACH Counseling Center

English, Spanish, and language interpreters as
needed
510-481-4551

UNION CITY

Kaiser Permanente Union City
Child and Family Services
English, Spanish, Cantonese, and language
interpreters as needed
510-675-3080

Union City Youth and Families

English and Spanish
510-675-5217

CASTRO VALLEY

Eden Counseling Services
English, Spanish, Portuguese, Japanese
510-247-9831

Sequoyah Counseling
Center
English
510-646-0123

FREMONT

City of Fremont Youth and
Family Services
English, Spanish, Mandarin, Hindi, and
Dari
510-574-2100

Hume Center

English, Cantonese, Hokkian, Malay,
Mandarin, and Punjabi
510-745-9151

Kaiser Permanente Fremont Child and Family Services

English, Spanish, Mandarin, Taiwanese,
Urdu, Punjabi, Hebrew, Hindi,
Cantonese, ASL, language interpreters
as needed
510-248-3060



Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

Homeless (“Unsheltered”) Students

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

- a. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- b. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- c. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- d. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

The CEO designates the following staff person as the School Liaison for homeless students ((42 USC 11432(g)(1)(J) & (e)(3)(C))):

Stephen Ajani, Director of Student Services
433 Hegenberger Road, Suite 201
Oakland, CA. 94621
510-562-8801
stephen.ajani@lighthousecharter.org

The School Liaison shall ensure that (42 U.S.C. 11432(g)):

- a. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
- b. Homeless students enroll in, and have a full and equal opportunity to succeed at LCPS.
- c. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by LCPS, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- d. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- e. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- f. Enrollment/admissions disputes are mediated in accordance with law, Lighthouse's charter, and Board policy.
- g. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- h. School personnel providing services receive professional development and other support.
- i. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- j. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

High School Graduation Requirements: Homeless students who transfer to LCPS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless LCPS makes a finding that the student is reasonably able to complete LCPS's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into LCPS, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

LCPS shall notify students who are exempted from LCPS's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

LCPS shall not require any student who would otherwise be entitled to remain in attendance LCPS to accept the exemption from LCPS's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. LCPS shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from LCPS's additional graduation requirements will continue to apply while the student is enrolled in LCPS or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

LCPS shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from LCPS's additional graduation requirements.

If a student who is exempted from LCPS's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at LCPS, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If LCPS determines the student is reasonably able to complete LCPS's graduation requirements by the end of the student's fifth year of high school, LCPS shall do the following:

1. Inform the student of the student's option to remain at LCPS for a fifth year to complete LCPS's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete LCPS's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at LCPS for a fifth year to complete LCPS's graduation requirements upon agreement with the student, if the student is 18 years of age or

older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: LCPS will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

LCPS will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, LCPS shall not require the student to retake the portion of the course the student completed unless LCPS, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at LCPS, a copy of LCPS's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the LCPS website or at the main office.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. "Former juvenile court school pupils" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

5. "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The CEO or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Stephen Ajani, Director of Student Services
 433 Hegenberger Road, Suite 201
 Oakland, CA. 94621
 stephen.ajani@lighthousecharter.org
 510-562-8801

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: LCPS will work with foster youth and their parent to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in LCPS as the student's school of origin. If a dispute arises regarding a foster youth's request to remain in LCPS as the school of origin, the foster youth has the right to remain in LCPS pending the resolution of the dispute. LCPS will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to LCPS (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to LCPS any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless LCPS makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into LCPS, LCPS shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

LCPS shall notify students who are exempted from LCPS's additional graduation requirements and the student's parent how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

LCPS shall not require any student who would otherwise be entitled to remain in attendance at LCPS to accept the exemption from LCPS's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. LCPS shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from LCPS's additional graduation requirements will continue to apply while the student is enrolled in LCPS or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

LCPS shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from LCPS's additional graduation requirements.

If a student who is exempted from LCPS's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at LCPS, LCPS shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

5. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
6. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
7. Provide information to the student about transfer opportunities available through the California Community Colleges.
8. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: LCPS will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

LCPS will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, LCPS shall not require the student to retake the portion of the course the student completed unless LCPS, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When LCPS receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"),

LCPS shall provide these student records within two (2) business days. LCPS shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

LCPS shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left LCPS.

In accordance with LCPS's Educational Records and Student Information Policy, under limited circumstances, LCPS may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Discipline Determinations: If LCPS intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, LCPS will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If LCPS intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, LCPS will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster and mobile youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the LCPS website or upon request at the main office.

English Learners

LCPS is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. LCPS will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to

fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. LCPS will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

Pregnant and Parenting Students

LCPS recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. LCPS will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless LCPS determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Robbie Torney, Chief of Staff
Lighthouse Community Charter Public Schools
444 Hegenberger Road
Oakland, CA 94621

A copy of the UCP is available as Appendix H of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the CEO.

Student Records/FERPA

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records.

These rights are:

- a. The right to inspect and review the student's education records within 5 business days after the day the School receives a request for access. Parents or eligible students should submit to the School principal or designee a written request that identifies the records they wish to inspect.

The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- b. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write to the School principal or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

If the Charter School decides to amend the record as requested by the parent or eligible student, the CEO must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

- c. The right to provide written consent before the School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the School board. A School official also may include a volunteer or contractor outside of the School who performs an institutional service or function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing his or her tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

Note that Lighthouse will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

- d. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:
 - Family Policy Compliance Office
 - U.S. Department of Education
 - 400 Maryland Avenue, SW Washington, DC 20202
- e. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student —

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;

4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

Parent and Family Engagement Policy

LCPS aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). LCPS staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the LCPS's complete Policy is available on the LCPS website or upon request in the main office.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A Parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. LCPS does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
 - The date of the instruction
 - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Codes 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A Student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the school has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. LCPS believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and

how to safely seek assistance, and (2) how social medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, LCPS will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available upon request for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on LCPS's website for your review.

Animal Dissections

Students at LCPS may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

Availability of Health Insurance

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals ["DACA"] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at:

http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf

LCPS shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

Availability of Prospectus

Upon request, LCPS will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, LCPS may charge for the prospectus in an amount not to exceed the cost of duplication.

Teacher Qualification Information

All parents or guardians may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

Cal Grant Program Notice

LCPS is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student over age 18 years of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1.

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because LCPS has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. The information sheet is available here:

https://www.cdc.gov/headsup/pdfs/youthsports/Parent_Athlete_Info_Sheet-a.pdf

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

LCPS is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in

athletics at Charter School, must review the information sheet on sudden cardiac arrest via the link below: <https://www.cdc.gov/dhbsp/docs/cardiac-arrest-infographic.pdf>.

Lost or Damaged School Property

If a student willfully damages LCPS's property or the personal property of a LCPS employee, or fails to return a textbook, library book, computer/tablet or other LCPS property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, LCPS may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, LCPS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

School Bus and Passenger Safety

All students who are transported in a schoolbus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.

School Safety Plan

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

TRANSLATION OPT-OUT POLICY

STUDENT TRANSLATOR PROGRAM

In accordance with *Title VI of the Civil Rights Act of 1964*, Lighthouse has the responsibility to communicate with Limited English Proficient (LEP) parents and ensure that interpretation services are readily available.

Pursuant to this, Lighthouse has implemented a student translator program, whereby "eligible student volunteers", who complete confidentiality and FERPA education training sessions **annually**, are classified as "school officials with legitimate educational interest" and thus permitted to serve as a translator during LEP parent meetings.

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers (including students), or other third parties provided that the outside party:

1. Performs an institutional service or function for which the agency or institution would otherwise use employees;
2. Is under the direct control of the agency or institution with respect to the use and maintenance of education records;
3. Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used **only** for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; **and**
4. Meets the criteria specified in the school or local educational agency's (LEA's) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

Accordingly, student translator volunteers **may** have permissible disclosure of personally identifiable information from your child's education records, without consent of the parent or eligible student. The designated information is subject to release by Lighthouse at any time, unless the charter school has received prior notice from the parent specifying the student's information not be released.

As an LEP parent, if you would like to opt-out of the student translator program, please put your request in writing and return to the school.

Appendix A: LCPS Commitment to the Education of All Immigrant Children

(Adopted: June 2018)

Lighthouse Community Public Schools is committed to serving all students, regardless of their first language, ethnicity, income, race, sexual orientation, ability, and immigration status. In June of 2008, Lighthouse Community Charter School Board of Directors approved a policy stating its commitment to immigrant children. The policy is stated below:

Commitment to the Education of All Immigrant Children

WHEREAS, the City of Oakland, like many other major cities in the United States, is the home and workplace of large immigrant communities with both "legal" and "undocumented people;" and

WHEREAS, in 1982, the United States Supreme Court ruled in *Plyler v. Doe* that public schools were prohibited from denying immigrant students access to elementary and secondary public education; that undocumented children have the same right to a free public education as citizens of the United States and permanent residents; and

WHEREAS, there are no numbers of how many undocumented children are enrolled in Lighthouse Community Charter Public Schools, however, approximately 76% of the students are English Language Learners at our original site;

WHEREAS, since the massive immigrant rights and civil rights marches and student walkouts in 2006, federal, state and local government officials throughout the country have proposed or passed laws and ordinances that aim to stem the tide of undocumented immigrants by cutting off opportunities for government benefits, including education, thereby increasing tensions in immigrants communities; and

WHEREAS, recent reports that United States Immigration and Customs Enforcement Office ("ICE") has conducted raids in Oakland and other Bay Area cities have caused immigrant communities to fear sending their children to school and leaving their homes;

WHEREAS, on May 15, 2007, the Oakland City Council passed a resolution affirming Oakland's City of Refugee ordinance forbidding city resources from being used to enforce federal immigration laws or to gather or disseminate information regarding the immigrant status of residents of the City unless such assistance is required by federal or state statute, or regulation or court decision,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Lighthouse Community Charter Public Schools, in solidarity with immigrant community organizations and consistent with the Oakland City Council's designation of Oakland as a City of Refuge, in light of the increasing tensions in immigrant communities, and the possible chilling effect on the educational rights of immigrant students by the enactment of the aforementioned laws and ordinances, restates its position that all students have the right to attend school regardless of the immigration status of the student or of the student's family members; and

BE IT FURTHER RESOLVED that the Board of Directors further states that all students who register for school services and meet the federal and state criteria, are entitled to receive all school services, including free lunch, free breakfast, and educational services, even if they or their family are undocumented and do not have a social security number and that no school district staff shall take any steps that will deny students access to education based on their immigration status or any steps that will "chill" the *Plyler* rights of these students to public education; .

BE IT FURTHER RESOLVED that in order to provide a public education, regardless of a child's immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, the school shall abide by the following conduct:

1. School personnel shall not require students or their families to supply documentation of immigration status or a Social Security number, at initial registration or at any other time;
2. School personnel shall not make inquiries of students or their families for the purpose of exposing immigration status of the student or his/her family;

3. If parents and or students' have questions about their immigration status, school personnel shall not refer them to ICE;
4. It is the general policy of the school not to allow any individual or organization to enter the school site if the educational setting would be disrupted by that visit. The Board of Directors has found that the presence of ICE is likely to lead to a disruption of the educational setting. Therefore, any request by ICE to visit the school site must be made should be forwarded to the school Principal for review before permitting ICE to access the site;
5. If ICE officers come onto campus without advance notice, school personnel should request the person's identification and ask whether the officer has a warrant; and
6. All requests for documents by ICE should be forwarded to the school Principals who, in consultation with the legal counsel, shall determine whether the documents can be released to ICE.

Appendix B, Part I: LCPS Board Policy: Short-term Independent Study Policy

(Adopted: June 13, 2018; Amended August 3, 2021)

What Is Short-Term Independent Study?

Short-term Independent Study ("STIS") is an alternative educational process that allows a student to remain continuously enrolled in school when the student cannot attend school on a daily basis. The length of STIS may be from five (5) days to **no more** than twenty (20) consecutive days. If your child requires STIS, please inform the school **at least one week in advance**. Please see your office manager to **make an appointment with the Principal and obtain application forms**.

Who is Eligible to Participate in STIS?

Students in grades currently enrolled at Lighthouse Community Public Schools are eligible to participate in STIS.

What is Required to Participate in STIS?

Participation in STIS requires a written "STIS Agreement" to be executed by the student(s), parents/caretakers/guardians and all of the student's teachers (i.e., certificated employees) of Lighthouse Community Public Schools. The student will be required to show that satisfactory educational progress is being made, which includes, but is not limited to, completion of assignments, examinations, and other indicators that evidence that the student is working on assignments, learning required concepts and progressing toward successful completion of the course, as determined by the certificated employees.

Why Request STIS?

There are a variety of reasons to request STIS. Most students who apply for STIS are out of the country or state during their STIS term to participate in cultural, religious, or family events. Finally, another STIS application is for students who have periodic health episodes that may result in frequent absences, i.e. asthma, serious allergies, etc. Also, a student may be recovering from an injury that does not require hospitalization, but precludes daily attendance at school.

Who Can Request STIS?

- A parent or guardian of a child who will miss from one day to twenty consecutive days of school due to family, religious, or cultural business or a prolonged injury may request STIS. In the case of an injury or illness, a doctor's note is requested.
- Whenever possible, it is best for students to remain in school. Please schedule family vacations and international travel during school vacations and summer break in order to avoid missing critical instruction at school.
- STIS is at the discretion of the Principal. A Principal may decline or amend the length of STIS.

- Students with IEP Plans shall not participate in Independent Study, unless their individualized education program specifically provides for that participation (Reference: EC Section 51745(c)).

Reasons for declining or amending an Agreement include:

- Frequent absences have already been accumulated.
- The parent or guardian is unable to supervise and/or assist the student with work.
- Satisfactory educational progress is not being made.
- The student or parent/guardian failed to complete a previous STIS agreement.
- The student is enrolled in another school or independent study program.

How STIS works:

Any student who participates in STIS must execute a STIS Agreement and complete the appropriate school assignments, including all examinations given during the period of the STIS. Upon completion of the STIS period the student meets with the supervising teacher upon return will be counted present at the school for the STIS period. The student's parent or guardian must fill out the application and agreement for STIS and must supervise the student's work during the student's participation in STIS.

Completion of the independent study was determined the the time value of the completed assignments, as verified by the assigning teacher.

If the student does not complete their Agreement according to the terms for a portion or all of the time enrolled in STIS, the student will be marked absent for the corresponding days. The consequences of such absences (partial or the entire period) shall be the same for any other student. This could result in disenrollment from the school, following LCPS's involuntary removal process including any advance notice.

The STIS Package

Part One: Application

The application has basic student information and signatures from the student, parent or guardian, the current teacher(s), and the school principal. These signatures affirm an understanding of STIS and the requirements of the parent/guardian and student. Parents or Guardians may also be requested to meet with the Principal or Dean of Students in order to discuss the terms of the independent study.

Part Two: Agreement

The agreement portion of the STIS package specifically states the length of the contract, the expectations of the student and parent/guardian, a meeting date and time to review completed work, and the method and manner of evaluation of completed work.

The Agreement outlines homework to be completed during the STIS time period. In order to meet the standards of STIS, homework assignments must:

Represent the above time requirements above. Be specific. Auditors of the STIS program (allowable up to 3 years after the STIS period) must be able to determine what the expectations of the student were and if the students achieved the expectations.

Examples:

Acceptable Homework Assignments

Connected Math, Chapter 1- 3. Do all problems at the end of the chapter.

Language Arts. Keep a journal of your trip. Write a page each day documenting your trip. Read 1/2 hour each day. Record the summary in your reading log.

Unacceptable Homework Assignments

Continue regular class work.

Reading group work

Part Three: Completion of Independent Study

This form is signed and completed by the teacher after the return meeting with the student and family. It confirms whether or not the Agreement was satisfactorily completed and indicates each date the student should receive credit for attendance.

Appendix B, Part II: LCPS COVID-19 Independent Study Policy (21-22 School Year)

(Adopted August 3, 2021)

Per AB 130, and coming out of the COVID-19 Pandemic, Lighthouse Community Public Schools (LCPS) is choosing to offer COVID-19 Independent Study to students whose health may be put at-risk by attending school in person, as determined by a student's parent or guardian. LCPS COVID-19 Independent Study Policy applies to the 21-22 academic school year only (Reference: EC Section 51745).

Independent study is an optional educational alternative in which no student may be required to participate. Students with IEP Plans shall not participate in COVID-19 Independent Study, unless their individualized education program specifically provides for that participation (Reference: EC Section 51745(c)). Students with 504 Plans shall not participate in COVID-19 Independent Study unless their 504 Plan is developed to specifically provide for that participation.

Participating in COVID-19 Independent Study is subject to the terms of a written agreement between LCPS, the student, and the student’s parent or guardian. This agreement sets requirements around:

- Attending and participating in live classes and daily interactions with teachers
- Turning in assigned work
- Progressing towards successful completion of courses

Should a student not meet the conditions of the COVID-19 Independent Study Agreement, LCPS will meet with the student and parent/guardian to offer additional support and resources to allow the student to demonstrate achievement and engagement in Independent Study. However, if the student continues to not meet the conditions of the COVID-19 Independent Study Agreement, LCPS may conduct an evaluation to determine whether it is in the best interest of the pupil to remain in COVID-19 Independent Study or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the findings of an evaluation shall be treated as a mandatory student record.

State Requirements for COVID-19 Independent Study and Implementation at LCPS

- **The manner, time, frequency, and place for submitting a pupil’s assignments, for reporting the pupil’s academic progress, and for communicating with a pupil’s parent or guardian regarding a pupil’s academic progress:**
 - Students will submit assigned work on Altitude Learning, LCPS’s Learning Management System, each day.
 - Academic progress will be communicated by grades and comments within the Altitude Learning platform, as well as a progress report that will be available within the platform and via standard mail once every 6 weeks. Parents may log into the platform to see student progress at any time.
 - Independent Study teachers have school issued cell phones and laptop computers. They will be available to a student’s parent or guardian by email, text, phone call, or video call (Zoom) during standard work hours and will have scheduled check-ins with a students’ parent or guardian to discuss students’ progress. Independent Study teachers will reach out proactively to each student’s parent or guardian to address concerns related to student achievement or engagement. Should a parent or guardian not be available to communicate with an Independent Study teacher during standard work hours, the Independent Study Teacher will make reasonable efforts to connect with a student’s parent or guardian at a time that works for the family.
- **The objectives and methods of study for the pupil’s work, and the methods used to evaluate that work:**
 - Students engage in the same course of study as in-person peers. Content taught is aligned to grade level standards and substantially equivalent to in-person

instruction. Students may engage through synchronous instruction, assigned asynchronous work, or in small group or 1:1 check ins with an Independent Study Teacher.

- Completed work will be evaluated using the same grading policy used to evaluate the learning of in-person peers. Academic progress will be communicated to students and families through the Altitude Learning platform and progress reports available within the platform and via standard mail once every 6 weeks. Parents may log into the platform to see student progress at any time.
- **The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work:**
 - LCPS will ensure that each student has a device (chromebook) and internet connectivity to be able to access COVID-19 Independent Study. If connectivity is not sufficient to participate in the educational program and complete assigned work, the LCPS Tech Team will work with the family to provide additional resources and support, including WiFi hotspots free of charge.
 - LCPS will provide any materials needed for students to participate in COVID-19 Independent Study, including (but not limited to): online and print materials and curriculum, writing tools, manipulatives, art supplies, etc.
 - Each student will have a Crew Leader (Advisor) who is the primary point of contact for each student’s parent or guardian. In addition, students will have access to Independent Study Teachers, appropriately credentialed employees of LCPS, who will ensure student academic progress and engagement during COVID-19 Independent Study.
- **The maximum length of time allowed between the assignment and the completion of a pupil’s assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study:**
 - Students shall complete work by the due date determined by the Independent Study Teacher. Each assignment will have a transparent due date visible in the Altitude Learning Platform. In most cases, work will be due the day after it is assigned, but longer and more complex assignments (exs. essays, research projects) may be completed over a longer period of time. For the purposes of grading work, Independent Study Teachers will continue to accept late assignments within each six week grading cycle, but will not accept assignments assigned within a grading cycle after the completion of the grading cycle.
 - Satisfactory educational progress is considered as meeting all of the following:
 - Pupil’s achievement and engagement in the independent study program as measured by receiving an overall grade of “2 - Approaching” or higher in each course.
 - Completing greater than 85% of assignments or assessments.
 - Learning required concepts, as determined by the supervising Independent Study Teacher.

- Progression towards completion of the course of student, as determined by the supervising Independent Study Teacher.
 - If a student completes less than 85% of their assignments or otherwise does not meet the conditions of the COVID-19 Independent Study Agreement, LCPS may conduct an evaluation of whether it is in the best interest of the student to remain in COVID-19 Independent Study or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the findings of an evaluation shall be treated as a mandatory student record. Families will receive adequate notice if LCPS is conducting such an evaluation and may request a hearing prior to placing a student in the regular school program.
 - Should a student not meet attendance, participation, and work completion requirements, they will be considered absent. Per the LCPS Attendance Policy, 10 consecutive absences without parent contact may result in disenrollment of a student. LCPS will proactively contact parent/guardian and other student contacts if a student has consecutive absences.
- **A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil’s individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports:**
 - Students participating in COVID-19 Independent Study who are not performing at grade level or need support in other areas shall be provided additional support, including increased instruction dosage or time (frequency or duration), smaller groups, more frequent feedback, by their Independent Study teacher. If a teacher, student, or family member has concerns about a student’s progress, they may complete a LCPS Universal Referral Form and the school’s Coordination of Services Team will collaborate with the student, teacher, and family to design specific academic, behavioral, or social emotional interventions, including virtual access to school clinicians for mental health supports.
 - Placement of students with Individualized Education Programs or Section 504 plans in COVID-19 Independent Study shall be made by the students’ 504 or IEP team, through the lens of whether a student’s COVID-19 Independent Study Plan will allow them to make progress towards their IEP goals and ensure that they have access to their services (delivered virtually).
 - Emerging Bilingual students (English learners) shall have access to Integrated ELD across all classes and Designated ELD courses to support the development of students’ academic English. Their progress towards proficiency and potential to be reclassified will be monitored by students’ Independent Study teacher.
 - Pupils in foster care or unsheltered students will be provided additional support specific to these student groups. If a student becomes unsheltered or enters foster care during the year, the student’s parent or guardian should immediately let the

student's Independent Study Teacher know, who will refer the student to LCPS's Director of Student Services for additional support.

- **Procedures for Tiered-Re Engagement Strategies**
 - For students who are absent for more than three school days or 60% of the instructional days in a school week, or who are in violation of the written agreement, LCPS shall:
 - Verify the current contact information for each enrolled student
 - Notify the parents or guardians of lack of participation within one school day of the absence or lack of participation.
 - Staff will conduct outreach to determine student needs, including a connection with health, social services, or other community resources as needed.
 - Conduct a student, parent/guardian, educator conference to review the student's written agreement and consider the COVID-19 Independent Study Program's impact on the student's achievement and well-being. All parties who sign the Independent Study Agreement will attend this meeting.
- **Pupil rights regarding procedures for enrolling, disenrolling, and re-enrolling in independent study.**
 - A student's parent or guardian may choose to have their student switch from COVID-19 Independent Study to in-person learning. To support a smooth transition between programs, the ideal time for students to make these switches is at the end of each grading cycle; however, LCPS is able to switch a student on COVID-19 Independent Study to in-person learning within 5 instructional days of receiving such a request from a student's parent or guardian.
 - Similarly, once the 20-21 Academic Year has started, a student may be re-enrolled in COVID-19 Independent Study within 5 instructional days of receiving such a request from a student's parent or guardian.
 - To ensure a quality, consistent educational experience for students, LCPS reserves the right to refuse to re-enroll students in COVID-19 Independent Study after repeated disenrollments and re-enrollments from this program absent a clear and well-documented medical reason for doing so.
- **Synchronous and Asynchronous instructional time that a student will have access to as part of COVID-19 Independent Study**
 - K-3:
 - K-3:
 - 30 min daily synchronous crew
 - 60 min daily synchronous instruction in ELA and Math (minimum)
 - 30 min daily synchronous designated ELD (if classified as English learner)
 - 180 min daily asynchronous work (science, math, ELA, enrichment, fitness)
 - 4-8

- 30 min daily synchronous crew
- 60 min daily synchronous ELA course (minimum)
- 30 min daily synchronous Designated ELD (if classified as English learner)
- 240 min daily asynchronous work
- 9-12
 - 30 min daily synchronous crew
 - 60 min daily synchronous ELA course (minimum)
 - 30 min daily synchronous Designated ELD (if classified as English learner)
 - 240 min daily asynchronous A-G coursework (UC Scout, Apex, or other course), support by weekly check ins from supervising teacher

All schedules meet or exceed California Instructional Time requirements.

Appendix C: LCPS Suspension and Expulsion Policy and Procedures

(Board Adopted: (09/2020; Amended August 3, 2021)

"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. This provision shall apply to students in any grades 4-12, inclusive.
- 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 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 (5) calendar 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 expulsion 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.

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 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. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. 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.

Appendix D: Attendance Policy

(Adopted: June 13, 2018; Amended August 3, 2021)

It is the intent of the Governing Board ("Board") of the Lighthouse Charter Public Schools ("LCPS" or the "Charter School") to ensure that students attend school every day on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and behavior problems.

Definitions

- *"Tardy"*: Students shall be classified as tardy if the student arrives after the start of the school day: 8:30 at Lighthouse, 8:15 at Lodestar K-5, or 8:45 at Lodestar 6-8.
- *"Unexcused Absence"*: Students shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- *"Truant"*: Students shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Dean or designee.
- *"Habitual Truant"*: Students shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- *"Chronic Truant"*: Students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.
- *"School Attendance Review Team ("SART")"*: The SART panel will be composed of the student's teacher(s), the Assistant Principal, and other school administrators, including the Dean of Students, Principal, or Director of Student Services. The SART panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student's family, and establish a plan to resolve the attendance issue.

1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 2. The parent shall be required to sign a contract formalizing the agreement by the parents to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 - a. Parent/guardian to attend school with the child for one day
 - b. Student retention
 - c. After school detention program
 - d. Required school counseling
 - e. Loss of field trip privileges
 - f. Loss of school store privileges
 - g. Loss of school event privileges
 - h. Mandatory Saturday school
 - i. Required remediation plan as set by the SART
 - j. Notification to the District Attorney
 3. The SART panel may discuss other school placement options.
 4. Notice of action recommended by the SART will be provided in writing to the parent/guardian.
- *School Attendance Review Board "SARB"*: If absences continue to occur, the school will refer the parents to a LCPS School Attendance Review Board (SARB) meeting where a plan will be developed. The SARB team will include staff from the SART panel as well as the Director of Student Services. If that plan is not completed, the parents may be referred to the Alameda County District Attorney.

Excused Absences for Classroom Based Attendance

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law or this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness.
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:
 1. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. Attendance at funeral services for a member of the immediate family:

1. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
2. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's household.
5. Participation in religious instruction or exercises as follows:
 1. The student shall be excused for this purpose on no more than four school days per month.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal.)
8. To permit the pupil to spend time with an immediate family who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
10. Attendance at the pupil's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks.
12. Authorized at the discretion of a school administrator, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse.
13. A pupil who holds a work permit to work for a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.
14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.

In addition, a student's absence shall be excused for justifiable personal reasons such as:

1. Appearance in court.
2. Attendance at a funeral.
3. Observation of a holiday or ceremony of his/her religion.
4. Attendance at religious retreats for no more than four hours during a semester.
5. Attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization upon written request by parent and approval by the Principal or designee pursuant to uniform standards established by the Board.

Method of Verification

When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Signed, written note from parent/guardian, parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 1. Name of student;
 2. Name of parent/guardian or parent representative;
 3. Name of verifying employee;
 4. Date or dates of absence; and
 5. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.
4. Healthcare provider verification:
 1. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 2. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had 14 absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for Students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to administrative regulations and law.

Unexcused Absences/Truancy for Classroom Based Attendance

The CEO, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

Process for Addressing Truancy

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by administrative staff. The student's crew leader may also call home.
2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by administrative staff or crew leader. LCPS may also send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy Letter #1 – Truancy Classification Notice" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.
3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the student will be referred to a Student Success Team (SST) and the SART.
4. Subsequent truancy notices will be sent following six (6), ten (10) and fifteen (15) unexcused absences.
5. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including SARB involvement or disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known district of residence.
6. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.
7. If student is absent ten (10) or more consecutive school days without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of the SART contract, and the SART panel will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).
8. If a student is absence more than twenty (20) days in a school year, LCPS may retain the student at their current grade level for the following year.

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When students are not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the parent/guardian on a daily basis for each of the first five days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the fifth day of the school year will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the third day of the school year will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the fifth day of the school year will receive a phone call reiterating the content of the letter.
4. The Charter School will send the Involuntary Removal Notice to the Parent/Guardian and follow the Involuntary Removal Process described below for any students who have not attended by the sixth day, and do not have an excused absence.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Upon removal, the last known school district of residence will be notified of the student's failure to attend the Charter School and the disenrollment within thirty days of the disenrollment.

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the pupil and an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. 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 suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through 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. The notice of hearing shall be in the native language of the student or the student's parent or 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 include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

Referral to Appropriate Agencies or County District Attorney

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.

If a child's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents fail to attend a required SART meeting, the Charter School shall notify the District's Attorney's office, which then may refer the matter for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The Principal, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

Appendix E: LCPS Youth Suicide Prevention Policy

(Adopted: June 13, 2018; Revised August 3, 2021)

A. Introduction

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

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

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

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In compliance with Education Code section 215, this policy has been developed in consultation with LCPS and community stakeholders, LCPS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating LCPS's strategies for suicide prevention and intervention. LCPS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

In an attempt to reduce suicidal behavior and its impact on students and families, the Charter School shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and

warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, LCPS shall appoint an individual (or team) to serve as the suicide prevention point of contact for LCPS. The suicide prevention point of contact for LCPS and the CEO shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

LCPS's Suicide Prevention Liason is:

Erin Wesseldine
 Director of Special Education
 Lighthouse Community Public Schools
 433 Hegenberger Road Suite 201
 Oakland, CA 94621
erin.wesseldine@lighthousecharter.org
 510-562-8801

The Charter School shall develop and implement preventive strategies and intervention procedures that include the following:

B. Overall Strategic Plan for Suicide Prevention and Messaging about Suicide Prevention

In compliance with Education Code section 215, this policy has been developed in consultation with LCPS and community stakeholders, in planning, implementing, and evaluating the charter school's strategies for suicide prevention and intervention. Charter schools must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Lighthouse Community Public Schools, along with its partners, has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

C. Suicide Prevention Training and Education

Lighthouse Community Public Schools, along with its partners, has carefully reviewed available staff training techniques and materials to ensure they promote the mental health model of suicide prevention and do not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

1. Training

At least annually, all Lighthouse Community Public Schools staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.

All suicide prevention trainings shall be offered under the direction of charter school-employed mental health professionals (e.g., charter school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.

At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training.

2. *Initial Orientations: Core Components*

Core components of the general suicide prevention training shall include:

- a. Suicide risk factors, warning signs, and protective factors;
- b. How to talk with a student about thoughts of suicide;
- c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
- d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member; and
- e. Emphasis on reducing stigma associated with mental illness, and that early prevention and intervention can drastically reduce the risk of suicide.

Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from school climate surveys will also be analyzed to identify charter school climate deficits and drive program development.

3. *Ongoing Staff Professional Development*

In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:

- a. The impact of traumatic stress on emotional and mental health;
- b. Common misconceptions about suicide;
- c. Charter school and community suicide prevention resources;
- d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
- e. The factors associated with suicide (risk factors, warning signs, protective factors);
- f. How to identify youth who may be at risk of suicide;
- g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on charter school guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on charter school guidelines;
- h. Board-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- i. Board--approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- j. Responding after a suicide occurs (suicide postvention);
- k. Resources regarding youth suicide prevention;
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- n. The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care; and
 - vi. Youth who have suffered traumatic experiences.

D. Employee Qualifications, Scope of Services, and Staff Training

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

thinking typically requires mental health resources beyond what charter schools are able to provide.

E. Parents, Guardians, and Caregivers Participation and Education

To the extent possible, parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.

This suicide prevention policy shall be prominently displayed on the Lighthouse Community Public School Web page and included in the parent handbook.

Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.

All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:

1. Suicide risk factors, warning signs, and protective factors;
2. How to talk with a student about thoughts of suicide;
3. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

F. Student Participation and Education

Lighthouse Community Public Schools along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention. LCPS' instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- a. Coping strategies for dealing with stress and trauma;
- b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;

d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, crew or advisory, freshman orientation classes, science, and physical education).

Lighthouse Community Public Schools will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

G. Intervention and Emergency Procedures

LCPS designates the following administrators to act as the primary and secondary suicide prevention liaisons.

Lighthouse Community Charter School

- Lead Counselor
- School Principal(s)

Lodestar

- Director of Special Education
- School Principal

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Principal or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;

- Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
 4. After a referral is made, Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, Charter School may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Charter School's safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the Principal or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.

3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to School. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

H. Supporting Students during or after a Mental Health Crisis

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

1. Treat every threat with seriousness and approach with a calm manner; make the student a priority;
2. Listen actively and non-judgmental to the student. Let the student express his or her feelings;
3. Acknowledge the feelings and do not argue with the student;
4. Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
5. Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
6. Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.
7. Monitor the student closely in the months following the crisis by creating a streamlined and well planned re-entry process to ensure the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt.
8. Work with parents/guardians/caregivers to involve the student in an aftercare plan that may include:
 - Obtaining a written release of information signed by parents/guardians/caregivers and providers;
 - Conferring with the student and parents/guardians/caregivers about any specific requests on how to handle the situation;
 - Informing the student's teachers about possible days of absences;
 - Allowing accommodations for the student to make up work (be understanding that missed assignments may add stress to the student);
 - Monitoring student actions/moods by Mental health professionals or trusted staff members

I. Responding After a Suicide Death

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. LCPS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The primary prevention liaison shall:

1. Identify a staff member to confirm death and cause;
2. Identify a staff member to contact deceased's family (within 24 hours);
3. Enact the Suicide Postvention Response Plan;
4. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
5. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
6. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
7. Notification to parents and families of the larger community about the suicide death and the availability of support services
8. Share information that is relevant and that which you have permission to disclose.
9. Prepare staff to respond to needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students (on and off campus).
 - d. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
 - e. Identify students affected by suicide death but not at risk of imitative behavior;
10. Communicate with the larger school community about the suicide death;
11. Consider funeral arrangements for family and school community;
12. Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
13. Identify media spokesperson skilled if needed.;
14. Include long-term suicide postvention response
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - b. Support siblings, close friends, teachers, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

J. Resources

Messaging about Suicide Prevention:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site:

<http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>

- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page: <http://resource-center.yourvoicecounts.org/content/how-use-social-media>

- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>

Suicide Prevention and Training

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page: <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>

- Free YMHFA Training is available on the CDE Mental Health Web page: <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>

- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site: <http://www.qprinstitute.com/>

- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page: <https://www.livingworks.net/programs/safetalk/>

- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page: <https://www.livingworks.net/programs/asist/>

- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page: <https://www.kognito.com/products/pk12/>

- Cal-SCHLS Web site: <http://cal-schls.wested.org/>.

Staff Training

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page:
"http://www.sprc.org/training-events/amr" <http://www.sprc.org/training-events/amr>

Parent, Guardian, Caregiver Education

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page: <https://www.save.org/product/parents-as-partners/>

Student Education

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page:
<https://afsp.org/our-work/education/more-than-sad/>
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page: <http://www.childrenshospital.org/breakfree>
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page:
<http://www.reconnectingyouth.com/programs/cast/>
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page:
<https://www.save.org/what-we-do/education/smart-schools-program-2/>
- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page: <https://www.save.org/what-we-do/education/leads-for-youth-program/>

Student Re-entry

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at
http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Responding after Suicide/Death

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page: <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page:
<http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page:
http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at: <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at
<http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>.
- Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors: www.reportingonsuicide.org

Appendix F: LCPS Volunteer Policy and Guidelines

(Adopted June 12, 2019; amended on August 3 2021)

Purpose and Background

At Lighthouse Community Public Schools, we believe that we can only achieve our mission of preparing students for college and a career of their choice with the support of our entire community. We welcome the helping hands of volunteers and community members and believe that everyone has something meaningful to contribute to our school.

To that end, we have created a volunteer policy that both protects the safety of our students and schools and promotes participation from all groups. We define a volunteer as someone who performs hours of service for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation. Volunteers may or may not be family members of students as further outlined below. A volunteer must be at least eighteen (18) years of age.

There are two (2) types of volunteers at Lighthouse: 1) supervised and 2) unsupervised. Supervised volunteers are those who remain in the same room as a Lighthouse faculty or staff member when working with students. (i.e. a classroom helper). An unsupervised volunteer is one that works one-on-one with students away from the direct supervision of Lighthouse staff. (i.e. tutoring a student one-on-one).

Volunteers may include parents/legal guardians or community members who are not parents or legal guardians. Volunteers may serve only occasionally (less than ten (10) days for parents/legal guardians and less than seven (7) days for community members, within a school year) or on an ongoing basis having frequent or prolonged contact with students. Depending on the category and type of volunteer, volunteer service is subject to different safety requirements to be cleared to serve as a volunteer in our schools.

As a member of our educational team, we welcome the suggestions and opinions of volunteers. However, it is the professional staff that is held responsible by law for decisions that are made regarding the instruction of students and the management of the school.

All volunteers must complete a volunteer application form (provided to all parents at registration) and comply with the volunteer guidelines outlined herein.

Safety Requirements

1. All volunteers of more than two (2) supervised days, regardless of assignment, must fill out and submit a volunteer application form.
2. All volunteers of more than two (2) supervised days must submit proof of an up to date negative TB test. (In compliance with Ed Code section 49406(m)).
3. Supervised volunteers of less than ten (10) days if a parent/legal guardian, or less than seven (7) days if a community member, are not required to complete a criminal background check.

1. Unsupervised volunteers, no matter what length of service must successfully complete a criminal background check. LCPS covers the cost of fingerprinting for parent/legal guardian volunteers.

All volunteers must be cleared by the Human Resources Department and a record of their application and fulfillment of all safety requirements must be on file before commencing any volunteer service beyond two (2) supervised days. A list of cleared volunteers will be shared with appropriate school personnel and once volunteer applicants are cleared, they and the school will be notified. All unsupervised volunteers will be issued a volunteer clearance badge with their name and status that must be worn at all times when on site in their capacity as a volunteer. Any other supervised or occasional volunteers will be issued a visitor's pass for each volunteer engagement and must wear it at all times. Please refer to our Volunteer page on the LCPS website for further information and to submit the volunteer application.

Volunteer Guidelines

Supervision of Volunteers

Volunteers always work under the direct supervision of the professional staff at each site and only with those teachers who have requested the services of the volunteer. The school is responsible for the safety and well-being of each student. For this reason, the school will dismiss any volunteer whose actions are not in the best interest of the school or students.

Confidentiality

As volunteers work with the staff and students, information of a confidential nature may be shared with them. The problems, abilities, relationships, and confidences of students, their parents, and the staff cannot not be discussed with anyone who does not have a professional right or need to know them. Like teachers, volunteers are bound to a code of ethics to safeguard confidential pupil and personnel information.

Volunteers are prohibited from discussing a child's school progress or difficulties with the child's parent. This is the teacher's responsibility.

Occasionally, a child may confide in a volunteer about family matters or personal problems. Volunteers must keep this information confidential, or if it is important for the school to have this information in order to help the student in any way (e.g., related to the child's general health, safety, and/or well-being), the volunteer must discuss the child's conversation with the teacher or principal. More importantly, if a volunteer suspects child abuse or neglect, the volunteer is obligated to immediately notify the child's teacher and the appropriate school administrator. All volunteers are encouraged, and any ongoing volunteer is required, to complete training in how to recognize signs of child abuse and neglect.

Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

Discipline

The responsibility of disciplining students rests on the professional staff at Lighthouse. Volunteers must support students in following the rules and guiding principles of the school, but report any discipline issues to the teacher or supervising staff with whom the volunteers are working.

This Policy does not authorize LCPS to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Dress and Behavior

A volunteer's speech, behavior, and dress must serve as a positive model for our students to follow. Casual clothing is fine, but we ask that attire be neat and appropriate for a school. Volunteers must wear their volunteer badge or visitor's pass at all times when volunteering with the school.

Volunteer Commitment

Before agreeing to volunteer, volunteers must carefully consider the commitment they are making. The work volunteers do is important. Volunteers should avoid promising more time than they may be able to commit.

Responsibility

We know there will be times when volunteers will be ill, on vacation, or unable to volunteer. Volunteers must communicate with the school or their supervisor (via phone, email, or text) as far in advance as possible when they are unable to volunteer.

School Rules

Volunteers must become familiar with the rules and policies of our school by reading through the student/family handbook. Always consult with school staff for guidance when needed. All volunteers must sign in and out with the front desk during every day of their volunteer service to provide an accurate record of who is onsite for safety purposes including in the case of an emergency.

Volunteer At-Will

Serving as a volunteer is a privilege, not a right. To that end, Lighthouse may terminate a volunteer's services at any time with or without cause or advance notice, at the school's sole and unreviewable discretion.

LCPS is grateful to anyone who wants to volunteer in our schools as through this service volunteers are living our core values of love, community, agency, integrity, and social justice.

Health

All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and

practice social distancing. LCPS reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

Appendix G: G-Suite for Education Notice to Parents and Guardians

(Adopted June 2018)

At LCPS, students will use their G Suite accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st century digital citizenship skills.

The notice below provides answers to common questions about what Google can and can't do with your child's personal information, including:

- What personal information does Google collect?
- How does Google use this information?
- Will Google disclose my child's personal information?
- Does Google use student personal information for users in K-12 schools to target advertising?
- Can my child share information with others using the G Suite for Education account?

G Suite for Education Notice to Parents and Guardians

This notice describes the personal information we provide to Google for these accounts and how Google collects, uses, and discloses personal information from students in connection with these accounts.

Using their G Suite for Education accounts, students may access and use the following "Core Services" offered by Google (described at https://gsuite.google.com/terms/user_features.html):

- | | | |
|---------------------------------------|----------|-----------------|
| ● Gmail (including
Inbox by Gmail) | ● Drive | ● Sheets |
| ● Calendar | ● Docs | ● Sites |
| ● Classroom | ● Forms | ● Slides |
| ● Contacts | ● Groups | ● Talk/Hangouts |
| | ● Keep | |

Google provides information about the information it collects, as well as how it uses and discloses the information it collects from G Suite for Education accounts in its G Suite for Education Privacy Notice. You can read that notice online at https://gsuite.google.com/terms/education_privacy.html. You should review this information in its entirety, but below are answers to some common questions:

What personal information does Google collect?

When creating a student account, LCPS may provide Google with certain personal information about the student, including, for example, a name, email address, and password. Google may also collect personal information directly from students, such as telephone number for account recovery or a profile photo added to the G Suite for Education account.

When a student uses Google services, Google also collects information based on the use of those services. This includes:

- device information, such as the hardware model, operating system version, unique device identifiers, and mobile network information including phone number;
- log information, including details of how a user used Google services, device event information, and the user's Internet protocol (IP) address;
- location information, as determined by various technologies including IP address, GPS, and other sensors;
- unique application numbers, such as application version number; and
- cookies or similar technologies which are used to collect and store information about a browser or device, such as preferred language and other settings.

How does Google use this information?

In G Suite for Education **Core Services**, Google uses student personal information to provide, maintain, and protect the services. Google does not serve ads in the Core Services or use personal information collected in the Core Services for advertising purposes.

Does Google use student personal information for users in K-12 schools to target advertising?

No. For G Suite for Education users in primary and secondary (K-12) schools, Google does not use any user personal information (or any information associated with a G Suite for Education Account) to target ads, whether in Core Services or in other Additional Services accessed while using a G Suite for Education account.

Can my child share information with others using the G Suite for Education account?

We may allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. When users share information publicly, it may be indexable by search engines, including Google.

Will Google disclose my child's personal information?

Google will not share personal information with companies, organizations and individuals outside of Google unless one of the following circumstances applies:

With parental or guardian consent. Google will share personal information with companies, organizations or individuals outside of Google when it has parents' consent (for users below the age of consent), which may be obtained through G Suite for Education schools.

With LCPS. G Suite for Education accounts, because they are school-managed accounts, give administrators access to information stored in them.

For external processing. Google may provide personal information to affiliates or other trusted businesses or persons to process it for Google, based on Google's instructions and in compliance with the G Suite for Education privacy notice and any other appropriate confidentiality and security measures.

For legal reasons. Google will share personal information with companies, organizations or individuals outside of Google if it has a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of Google, Google users or the public as required or permitted by law.

Google also shares non-personal information -- such as trends about the use of its services -- publicly and with its partners.

What choices do I have as a parent or guardian?

First, you can consent to the collection and use of your child's information by Google. If you don't provide your consent, we will not create a G Suite for Education account for your child, and Google will not collect or use your child's information as described in this notice.

If you consent to your child's use of G Suite for Education, you can access or request deletion of your child's G Suite for Education account by contacting your child's principal.

If you wish to stop any further collection or use of your child's information, you can request that we use the service controls available to limit your child's access to features or services, or delete your child's account entirely. You and your child can also visit <https://myaccount.google.com> while signed in to the G Suite for Education account to view and manage the personal information and settings of the account.

What if I have more questions or would like to read further?

If you have questions about our use of Google's G Suite for Education accounts or the choices available to you, please contact your student(s) principal. If you want to learn more about how Google collects, uses, and discloses personal information to provide services to us, please review the [G Suite for Education Privacy Center](https://www.google.com/edu/trust/) (at <https://www.google.com/edu/trust/>), the [G Suite for Education Privacy Notice](https://gsuite.google.com/terms/education_privacy.html) (at https://gsuite.google.com/terms/education_privacy.html), and the [Google Privacy Policy](https://www.google.com/intl/en/policies/privacy/) (at <https://www.google.com/intl/en/policies/privacy/>).

The Core G Suite for Education services are provided to us under [Google's Apps for Education agreement](https://www.google.com/apps/intl/en/terms/education_terms.html) (at https://www.google.com/apps/intl/en/terms/education_terms.html) and the [Data Processing Amendment](https://www.google.com/intl/en/work/apps/terms/dpa_terms.html) (at https://www.google.com/intl/en/work/apps/terms/dpa_terms.html).

Appendix H: LCPS Uniform Complaint Procedures

(Board Adopted: August 22, 2018; amended August 3, 2021)

The Lighthouse Community Charter Public Schools ("Charter School" or "LCPS") complies with applicable federal and state laws and regulations. The charter school is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any charter school program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs; and/or
 - School Safety Plans.
1. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

- a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If LCPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, LCPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by LCPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or LCPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

2. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If LCPS adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

The charter school acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. LCPS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, LCPS will attempt to do so as appropriate. LCPS may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the CEO or designee on a case-by-case basis.

Lighthouse Community Charter Public Schools shall ensure that complainants are protected from retaliation.

Compliance officer

The governing board designates the following compliance officer to receive and investigate complaints and to ensure the charter school's compliance with law: Robbie Torney, Chief of Staff, Lighthouse Community Charter Public Schools, 444 Hegenberger Road Oakland, CA 94621.

The Directors shall ensure the compliance officer designated to investigate complaints is knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Directors or designee.

Should a complaint be filed against the Chief of Staff, the compliance officer for that case shall be the Chair of the Board of Directors.

Notifications-

The Charter School shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on LCPS's website.

LCPS shall annually provide written notification of LCPS's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in LCPS speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that LCPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that LCPS is operating pursuant to Title 22 licensing requirements.
3. A statement that LCPS is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal LCPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of LCPS's decision, except if LCPS has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals LCPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the

complainant or the CDE documents exceptional circumstances and informs the complainant.

9. A statement that if LCPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, LCPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of LCPS's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the charter school has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of complaint:

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be 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 unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO or designee shall be made in writing. The period for filing may be extended by the CEO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The CEO shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the LCPS Board of Directors approved the LCAP or the annual update was adopted by LCPS.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, charter school staff shall assist the complainant in the filing of the complaint.

Step 2: Mediation:

Within five days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with his/her investigation of the complaint. The use of mediation shall not extend the charter school's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of complaint:

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The charter school's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final written decision:

LCPS shall issue an investigation report (the "Decision") based on the evidence. LCPS's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of LCPS's receipt unless the timeframe is extended with the written agreement of the complainant. LCPS's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether LCPS is in compliance with the relevant law.
3. Corrective actions, if LCPS finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal LCPS's Decision within thirty (30) calendar days to the CDE, except when LCPS has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the charter school's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with LCPS and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. LCPS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, LCPS's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in LCPS's Decision are not supported by substantial evidence.
4. The legal conclusion in LCPS's Decision is inconsistent with the law.
5. In a case in which LCPS's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Directors or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the charter school's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to LCPS for resolution as a new complaint. If the CDE notifies LCPS that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, LCPS will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the charter school when one of the conditions listed in title 5, California code of regulations, section 4650 5 CCR 4650 exists, including cases in which the charter school has not taken action within 60 days of the date the complaint was filed with the charter school.

Civil law remedies

A complainant may pursue available civil law remedies outside of the charter school's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the charter school has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____
 Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|---|--|---|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act | <input type="checkbox"/> School Plans for School Achievement |
| <input type="checkbox"/> Child Care and Development | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Migrant Education Programs | <input type="checkbox"/> Pupil Fees |
| | | <input type="checkbox"/> Pregnant, Parenting or Lactating Students |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Medical Condition | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Nationality / National Origin | |
| <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Race or Ethnicity | |
| | <input type="checkbox"/> Religion | |

- 1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

- 2. Have you discussed your complaint or brought your complaint to any LCPS personnel? If you have, to whom did you take the complaint, and what was the result?

- 3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:
 Robbie Torney, Chief of Staff
 Lighthouse Community Charter Public Schools
 444 Hegenberger Road
 Oakland, CA 94621
robbie.torney@lighthousecharter.org

Appendix I: Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

(Board Adopted: August 3, 2021)

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 Charter 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 who 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.

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

Robbie Torney
 Chief of Staff
 Lighthouse Community Public Schools
 433 Hegenberger Road Suite 201
 Oakland, CA 94621
robbie.torney@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.

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 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* 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.

"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.

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 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:

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 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

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. This module is located here: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

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.

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:

Robbie Torney
 Chief of Staff
 Lighthouse Community Public Schools
 433 Hegenberger Road Suite 201
 Oakland, CA 94621
robbie.torney@lighthousecharter.org

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 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 CEO, 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.

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 the event that a complaint is against the Coordinator, that complaint will be investigated/resolved by the CEO or the Chair of the LCPS Board of Directors. 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;
 - 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.
- o This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
 - Informal Resolution
 - o 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.
 - o LCPS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
 - Investigation Process
 - o 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.
 - o 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.
 - o 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.
 - o The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - o 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.
 - o 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.

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

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.



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: _____

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

Appendix J: Professional Boundaries: Staff/Student Interaction Policy

(Adopted: August 2019)

LCPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment & Harassment, Discrimination, or Humiliation

Corporal punishment, harassment, discrimination, or humiliation 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 property.

Harassment and discrimination include but are not limited to verbal conduct such as epithets, derogatory jokes or statements or slurs, physical conduct such as assault or unwanted touching, or any other form of inappropriate conduct towards a student on the basis of race, gender, or any of the protected classes as outlined in LCPS's Harassment & Discrimination Policy below. Humiliation includes any verbal or physical conduct which has the primary purpose or outcome of shaming or embarrassing a student, particularly when intentionally or negligently made public or brought to the knowledge of a student's peers or other staff members.

For clarification purposes, the following examples are offered for direction and guidance of School personnel. The following examples are not an exhaustive list:

A. Examples of PERMITTED actions

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
7. Verbally redirecting unacceptable or undesirable student behavior and positively reinforcing desirable and acceptable student behaviors.
8. Using the School's system of known consequences consistently and equitably for all students and communicating privately to students to the extent possible when disciplining their behavior.
9. Maintaining a calm, respectful, and professional tone and language with students at all times.

B. Examples of PROHIBITED actions (Violations of this Policy)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.
4. Using racial slurs, epithets, or derogatory language directed at students when attempting to discipline their behavior or for any other reason.
5. Engaging in physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with a student's learning because of race, gender, disability, or any other protected basis.
6. Providing different and/or more severe consequences to certain students on the basis of their race, gender, disability or any other protected basis.
7. Using verbal or physical means to shame or humiliate a student in front of their peers or other staff members.
8. Using an unprofessional, disrespectful, or emotionally escalated tone or language with students when attempting to provide discipline that creates fear, emotional harm, or embarrassment.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning,

student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making or participating in sexually inappropriate comments.
6. Sexual jokes.
7. Seeking emotional involvement with a student for your benefit.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

1. Giving students a ride to/from school or school activities.
2. Being alone in a room with a student at school with the door closed.
3. Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform

their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

1. Remarks about the physical attributes or development of anyone.
2. Excessive attention toward a particular student.
3. Sending emails, text messages, letters, or other forms of social media and communications to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

1. Getting parents' written consent for any after-school activity.
2. Obtaining formal approval to take students off school property for activities such as field trips or competitions.
3. Emails, text, phone and instant messages, and other forms of social media and communications to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
4. Keeping the door open when alone with a student.
5. Keeping reasonable space between you and your students.
6. Stopping and correcting students if they cross your own personal boundaries.
7. Keeping parents informed when a significant issue develops about a student.
8. Keeping after-class discussions with a student professional and brief.
9. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
10. Involving your supervisor if conflict arises with the student.
11. Informing your supervisor and the Director of Talent & HR about situations that have the potential to become more severe.
12. Making detailed notes about an incident that could evolve into a more serious situation later.
13. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
14. Asking another staff member to be present if you will be alone with any type of special needs student.
15. Asking another staff member to be present when you must be alone with a student after regular school hours.
16. Giving students praise and recognition without touching them.
17. Pats on the back, high fives and handshakes are acceptable.
18. Keeping your professional conduct a high priority.
19. Asking yourself if your actions are worth your job and career.

Appendix K: Gender Identity Inclusiveness and Nondiscrimination Policy

Adopted August 3, 2021

The Board of Directors of Lighthouse Community Public Schools ("Charter School") is committed to fostering an environment of inclusiveness, supporting students' preferred form of self-identification, and ensuring that every student shall have equal access to educational programs and activities.

The purpose of this policy is to delineate state and federal law as well as Charter School's practices relating to recognition and protection of each student's gender identity. This is consistent with Charter School's goals of reducing stigmatization and ensuring equal access for students. The guidelines provided in this policy do not anticipate every situation that might occur with respect to gender identity and expression and students. While the needs of each student are unique, in all cases, the goal is to ensure the opportunity of all students to thrive and retain equal access school programs and activities in accordance with their gender identity without fear of harassment, discrimination, intimidation, bullying, or stigmatization.

This Policy shall apply to all Charter School programs and activities, including those that occur during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Definitions

(Intended as functional descriptors, not to label):

- "*Gender*": A person's actual or perceived sex, and includes a person's gender identity and gender expression.
- "*Gender Expression*": A person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body
- "*Gender Identity*": A person's gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person's physiology or assigned sex at birth.
- "*Gender Nonconformity*": refers to one's gender expression, gender characteristics, or gender identity that does not conform to gender stereotypes "typically" associated with one's legal sex assigned at birth, such as "feminine" boys, "masculine" girls and those who are perceived as androgynous. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.
- "*Transgender*": describes people whose gender identity or gender expression is different from that traditional associated with their assigned sex at birth. "Transgender boy" and "transgender male" refer to an individual assigned the female sex at birth who has a male gender identity. "Transgender girl" and "transgender female" refer to an individual assigned the male sex at birth who has a female gender identity. An individual can express or assert a transgender gender identity in a variety of ways, which may but do not always include specific medical treatments or procedures. Medical treatments or procedures are not

considered a prerequisite for one's recognition as transgender.

Guiding Principles and Requirements

Charter School shall accept the gender identity that each student asserts. There are no medical or mental health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected.

The Charter School shall:

1. Respect all students' gender identity and gender expression by honoring the right of students to be identified and addressed by their preferred name and pronoun.
2. Prohibit, within academic programming, the separation of students based upon gender unless it serves as a compelling pedagogical (instructional) tool.
3. Permit all students to participate in co-curricular and extracurricular activities in a manner consistent with their gender identity including, but not limited to, intramural and interscholastic athletics.
4. Provide all students access to facilities that best align with students' gender identity.

Privacy and Confidentiality

All persons, including students, have a right to privacy. This includes student's right to keep their actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

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

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

When communicating with a student's parent, legal guardian, or educational rights holder, school personnel should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise.

There will be instances when school personnel may find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression). In such cases, school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in deciding whether to disclose the student's gender identity or expression to parents.

Preferred Names and Pronouns

Charter School recognizes that name and gender identity are central to most individuals' sense of self and well-being, and that it is important for the school to establish mechanisms to acknowledge and support students' self-identification."

Charter School shall accept and respect a student's assertion of their gender identity where the student expresses that identity at school or where there is other evidence that this is a sincerely held part of the student's core identity.

Charter School shall not require a student to provide any particular type of diagnosis, proof of medical treatment, or meet an age requirement as a condition to receiving the protections afforded under California's antidiscrimination statutes. Similarly, there is no threshold step for social transition that any student must meet in order to have his or her gender identity recognized and respected by a school.

Charter School supports student self-identification by honoring the name and pronouns that students wish to go by, in accordance with the following:

1. Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.
2. Students may request a meeting with a school counselor to discuss a support plan/Student Safety Plan. The counselor will work with school administration and staff to ensure the desired name and pronouns are used.
3. Charter School shall modify its student information system to prevent disclosure of confidential information and ensure, to the best of our abilities, that school personnel use a student's preferred name and pronouns consistent with the student's gender identity.
4. All members of the school community must use a student's chosen name and pronouns. The school shall implement safeguards to reduce the possibility of inadvertent slips or mistakes, particularly among temporary personnel such as substitute teachers. Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of this Policy and may constitute discrimination under State law.
5. There may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.
6. If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians.

7. If a member of the school community, including staff and students, intentionally uses a student's incorrect name and pronoun, persistently refuses to respect a student's chosen name and pronouns, or targets a student based on that student's chosen name and pronouns, that conduct should be treated as harassment, discrimination, and/or bullying and investigation in accordance with the school's *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*.

Equal Access to School Activities and Programs

Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.

Participation in sex-segregated school programs and activities, including competitive athletics, intramural sports, athletic teams, competitions and contact sports shall be facilitated in a manner consistent with the student's gender identity. Students who identify as nonbinary should be granted the opportunity to participate in sex-segregated programs and activities that they find best align with their gender identity.

Student Records

Charter School shall use the student's requested name, pronoun, and gender designation unless there is a legal reason not to do so.

- *Official Records*

Charter School shall change a student's name and gender on official records only upon receipt of documentation that such change has been made pursuant to a court order. Certain education records may still require a school to use a student's legal name. For example, birth certificates, passports, standardized testing documentation, transcripts, financial aid documents, immunization and other health records, etc.

- *Unofficial Records*

Charter School may change a student's name, gender, or pronoun designation on unofficial student records in the absence of a court order indicating legal name change.

Unofficial student records include school-issued identification cards, athletic rosters, certificates, playbills, diplomas, attendance lists, etc.

The school may include an "also known as" or a "prefers to be called" field in its electronic data system and list the preferred name/gender identity/pronoun of the student alongside the legal name/assigned sex. This way the preferred name may be cross-referenced with the legal name and administrators will know to use the preferred name when addressing the student.

Nothing in this section changes the obligation of Charter School personnel to **address** the student with the name and pronouns consistent with the student's gender identity. Thus, while a student's

records may still indicate the name/sex assigned at birth, upon request of the student, the student should be referred to day-to-day by the name and pronouns that correspond to their gender identity.

Restroom Accessibility

Charter School maintains separate restroom facilities for male and female students. Students shall have access to restrooms that corresponds to their gender identity. Students who identify as a nonbinary shall be granted access to the facility which they find best aligns with their gender identity.

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

Locker Room and Changing-Area Accessibility

Charter School maintains separate locker room facilities and changing areas for male and female students. Students shall have access to the locker room and changing areas facility that corresponds to their gender identity, with the goals to provide equal opportunity to participate in physical education classes, competitive athletics, and extracurricular activities (such drama/theater). Students who identify as nonbinary should be granted access to the locker rooms/changing facilities with which they find best aligns with their gender identity, including access to reasonable accommodations as indicated below.

If there is a request for increased privacy, any student shall be provided access to a reasonable accommodation such as:

- a) Assignment of a student locker or changing areas in near proximity to the coaches'/staff person's office or a supportive peer group.
- b) Use of a private area within the public area of the locker room facility or changing area (e.g., nearby restroom stall with a door or an area separated by a curtain).
- c) Use of a nearby private area (e.g., nearby restroom or a health office restroom).
- d) A separate changing schedule.

Any alternative arrangement should be provided in a way that protects the student's privacy and confidentiality.

Student Support/Safety Plan

Charter School shall, wherever possible, meet with a gender-nonconforming student, relevant school personnel, and parents, to discuss and draft a Student Support/Safety Plan. The purpose of the plan shall be to memorialize any specific wishes/needs of the student regarding navigating their gender-confirming status during the regular school-day, and discuss general welfare and safety issues. The plan may include but is not limited to the following, and shall be tailored to the needs of the individual student:

1. Preferred Name/Pronouns

2. The names and contact information of "safe" adults with whom the student can share any concerns, including instances of bullying, discrimination, intimidation, or harassment
3. Assurances that all staff would receive training and instruction regarding Title IX, and that teachers shall teach about anti-bullying and harassment
4. Assurances that the physical education ("PE") teacher or athletics coach would be the first to enter and last to leave the locker room
5. Assurances that student's assigned locker would be in direct sight of the PE teacher/athletics coach's office
6. Assurance regarding access to the student restroom facilities and locker rooms that correspond to the student's gender identity or biological sex.
7. Accommodations for student's use of an alternate restroom (i.e. in the health office or elsewhere) if the student is uncomfortable using student restrooms
8. Accommodations for the student's use of a private changing area if the student is uncomfortable changing in a locker room with other peers.
9. Any other accommodation appropriate for the student

Dress Code

All Charter School students have the right to dress in accordance with their gender identity within the parameters of the dress code as it relates to the school uniform or safety issues. A copy of the Charter School Dress Code is available for review at the main office.

General-Segregated Activities

In rare situations permitted by law, students may be segregated by gender, such as for health education classes. In situations where students are segregated by gender, such as for health education classes, students should be included in the group that corresponds to their consistently asserted gender identity.

Harassment, Bullying, and Student Safety

Charter School shall ensure that all staff who regularly interact with students receive professional development and training opportunities as required and recommended by the California Department of Education ("CDE") and Charter School Title IX, *Harassment, Discrimination, Intimidation, and Bullying Policy*.

Charter School shall also inform staff about the groups of students determined by Charter school 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.

School staff shall take all reasonable steps to ensure safety and access for students and support students' rights to assert their gender identity and expression. Students shall be informed they have the responsibility to report incidents of discrimination, harassment, bullying or intimidation to the designated site administrator or Title IX Coordinator in cases where they may be a target or witness. School staff and families shall work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression, in accordance with the school's *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*. A copy of that policy is available for review on the LCPS website.

Charter School personnel shall immediately intervene, when it is safe to do so, whenever they witness acts of discrimination, harassment, bullying or intimidation on the basis of a student's gender identity or expression. Charter School may provide interim safety and emotional support measures as needed. Interim safety measures may include increased monitoring of the parties to a harassment, discrimination, intimidation, or bullying complaint, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, provision of safety plans, training and educational materials to address gender-inclusiveness, and provision of support resources (e.g., academic support, counseling, health and mental health services).

Appendix L: Limitations on Restraint and Seclusion of Students Policy

Adopted August 3, 2021

Lighthouse Community Public Schools ("LCPS" or the "Charter School") staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation.

The Governing Board ("Board") recognizes that any effort to change the behavior of another individual represents a degree of intrusion into that individual's life. To justify that intrusion, reasonable assurances must be given that, as a result of the intervention, the individual's behavior will change in a timely manner and that this change will benefit the individual. Therefore, in accordance with law, all efforts to change behavior must be based on effective techniques and the least intrusive procedure likely to be effective will be used.

Definitions

- "*Behavioral restraint*" includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement.
- "*Mechanical restraint*" means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes.
- "*Physical restraint*" means a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. "Physical restraint" does not include a physical escort, which means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. "Physical restraint" also does not include the use of force by peace officers or security personnel for detention or for public safety purposes.
- "*Prone restraint*" means the application of a behavioral restraint on a student in a facedown position.
- "*Seclusion*" means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student.

Prohibitions

Charter School staff shall not take any of the following actions:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room.
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face.
5. Place a student in a facedown position with the student's hands held or restrained behind the student's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others.
7. Utilize any amount of force that exceeds that which is reasonable and necessary under the circumstances.
8. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement.
9. Utilize any behavioral intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock.
10. Utilize any behavioral intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
11. Utilize any behavioral intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
12. Utilize any behavioral intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
13. Utilize any behavioral interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
14. Utilize any behavioral intervention that precludes adequate supervision of the individual.
15. Utilize any behavioral intervention that deprives the individual of one or more senses.

Limited Use of Seclusion or Restraint

As stated above, Charter School staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. No emergency intervention shall be employed for longer than is necessary to contain the behavior. A situation that requires prolonged use of an emergency intervention shall require the staff to seek assistance of the Charter School Director of Student Services and/or law enforcement as applicable to the situation.

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student but shall not be made through indirect means such as a security camera or closed-circuit television.

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others.

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student.

The Charter School Director of Student Services shall ensure that whenever possible Charter School staff who have obtained training and certification from a certified physical restraint training agency shall administer physical restraint on students and the administration of a restraint shall be witnessed by at least one (1) adult who does not participate in the restraint.

Restraint shall be administered in such a way so as to prevent or minimize physical harm. If, at any time during a physical restraint, the student demonstrates significant physical distress, the student shall be released from the restraint immediately, and Charter School staff shall take steps to seek medical assistance.

Charter School staff shall review and consider any known medical or psychological limitations and/or behavioral intervention plans regarding the use of physical restraint on an individual student. Following the release of a student from a restraint, the Charter School shall implement follow-up procedures. These procedures shall include reviewing the incident with the student to address the behavior that precipitated the restraint, reviewing the incident with the staff person(s) who administered the restraint to discuss whether proper restraint procedures were followed, and consideration of whether any follow up is appropriate for the student or any student who witnessed the incident.

Special Education Reporting Requirements

For students with exceptional needs, the student's parent/guardian or shall be notified within one (1) school day if a restraint or seclusion is used or serious property damage occurs. A behavioral emergency report ("BER") shall immediately be completed and maintained in the student's file.

The BER shall include all of the following:

1. The name and age of the individual with exceptional needs.

2. The setting and location of the incident.
3. The name of the staff or other persons involved.
4. A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
5. Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

All BERs shall immediately be forwarded to, and reviewed by, the Charter School Director of Special Education.

If a BER is written regarding an individual with exceptional needs who does not have a behavioral intervention plan ("BIP"), the Charter School Director of Special Education shall, within two (2) days, schedule an individualized education program ("IEP") team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the FBA, not developing an interim plan, or both, as applicable. If a BER is written regarding an individual with exceptional needs who has a BIP, and the incident involved a previously unseen serious behavior problem, or a previously designed intervention was ineffective, the IEP team will review the BER and determine if the incident constitutes a need to modify the BIP.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior.

Restraint administered to a student with a disability pursuant to a FBA, IEP, and BIP, developed in accordance with state and federal law to which the Charter School and the student's parents or guardians have agreed, shall be deemed to meet the requirements of these procedures.

Documentation

The Charter School Director of Student Services or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an IEP, and all other students. This report shall be submitted to the California Department of Education ("CDE") no later than three (3) months after the end of each school year and shall be available as a public record.

Monitoring and Training

Charter School shall continuously monitor the use of restraints and seclusions in an effort to prevent the inappropriate uses of these practices. Charter School shall adhere to the following:

1. Staff who implement BIPs for students with disabilities shall be properly trained, have access to the student's IEP, be knowledgeable about its contents, and understand the responsibilities for implementation.

2. A Behavioral Intervention Case Manager ("BICM") or Board Certified Behavior Analyst ("BCBA") shall train all staff working with a student with an IEP to appropriately implement the student's BIP and appropriate interventions.
3. Only staff trained in emergency interventions may use them.
4. Charter School shall keep a detailed record of the training provided to personnel who may utilize emergency interventions and update the information annually to ensure that personnel qualifications and training comply with Charter School and/or special education local plan area ("SELPA") policies.
5. Prior to contracting with a nonpublic school ("NPS") or a residential treatment center ("RTC") for placement of a student with an IEP, Charter School shall ensure that the NPS or RTC trains staff who will have contact or interaction with students during the schoolday in the use of evidence-based practices and interventions specific to the unique behavioral needs of the nonpublic, nonsectarian school or agency's student population. If Charter School intends to place a student at a NPS or RTC serving students with significant behavioral needs or who are on behavioral intervention plans, the Charter School will ensure the NPS or RTC has an individual onsite during school hours who is qualified, and responsible for the design, planning, and implementation of behavioral interventions. Charter School shall comply with all other requirements for oversight and monitoring of the NPS or RTC pursuant to AB 1172.
6. If Charter School personnel suspect that improper restraint or seclusion practices have been used, Charter School shall immediately remove the student from the environment and conduct an investigation.

ACKNOWLEDGEMENT OF RECEIVING THE FAMILY/STUDENT HANDBOOK

I have received and will read and comply with the LCPS Family/Student Handbook and its policies and procedures herein.

Student's Printed Name (first last)

Student Grade Level

Parent/Guardian's Printed Name

Parent/Guardian's Signature

Date

Cover Sheet

LCPS 2021-22 Staff Handbook

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year

Item: J. LCPS 2021-22 Staff Handbook

Purpose: Vote

Submitted by:

Related Material:
LCPS Employee Handbook English 21-22-Draft CLEAN 7.31.2021.pdf
LCPS Employee Handbook English 21-22-Draft (Redline) 073021.pdf



Employee Handbook

2021-2022

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Deleted: 2021

Lighthouse Home Office
 433 Hegenberger Road, Suites 201 & 202
 Oakland, CA 94621

Lighthouse: A Lighthouse Community Public School
 444 Hegenberger Road
 Oakland, CA 94621

K – 8th Grade Phone: 510-562-8801
 9 – 12th Grade Phone: 510-562-8225
 Fax: 510-271-8803

Lodestar: A Lighthouse Community Public School
 701 105th Avenue
 Oakland, CA 94603

Phone: 510-775-0255

<https://lighthousecharter.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT AN ELECTRONICALLY SIGNED COPY OF THIS STATEMENT TO THE **SENIOR DIRECTOR OF PEOPLE & OPERATIONS** VIA THE LCPS HUMAN RESOURCES INFORMATION SYSTEM (HRIS).

Deleted: TALENT & HR

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please sign/date electronically and submit to the School through the School's HRIS, and retain this Handbook for your reference.

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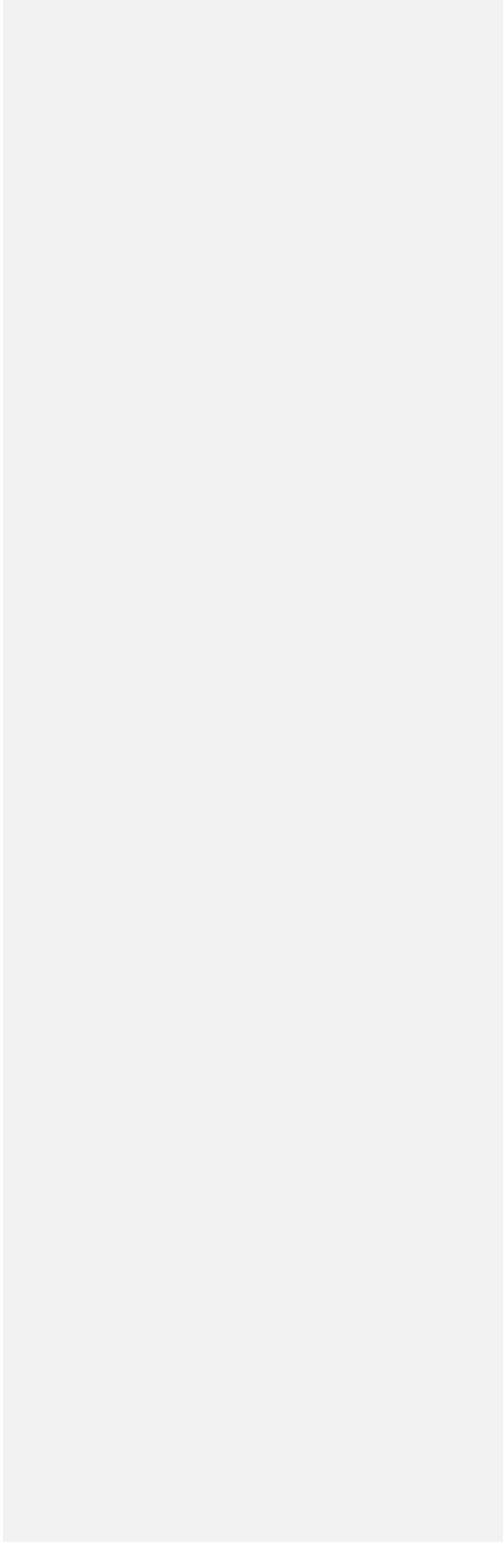
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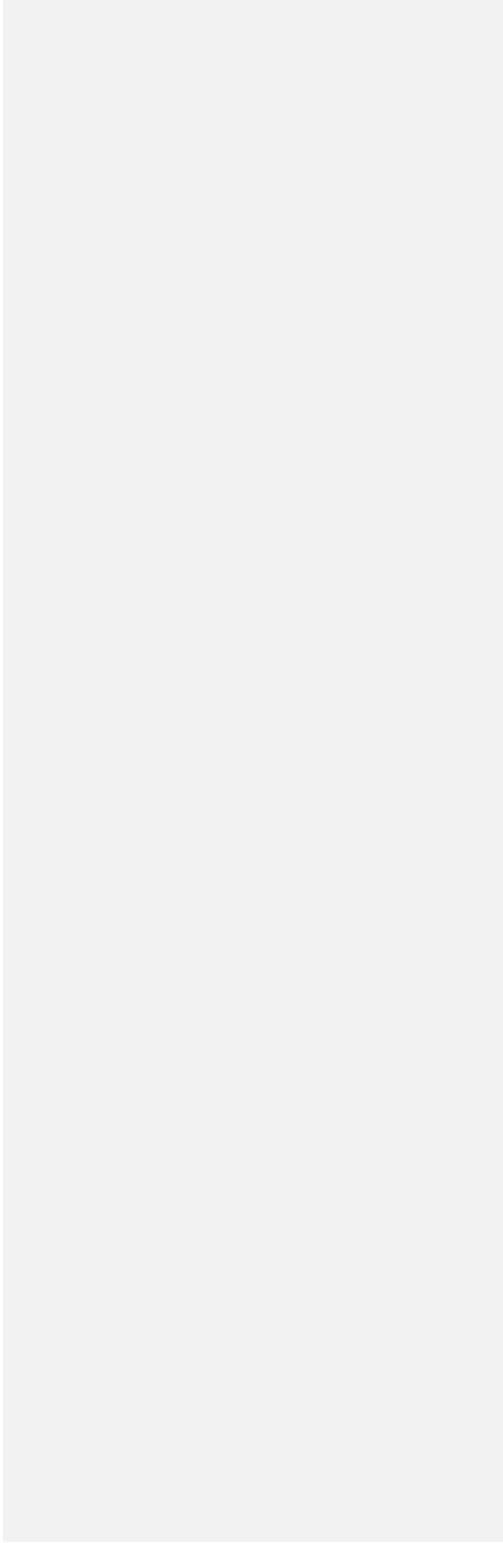
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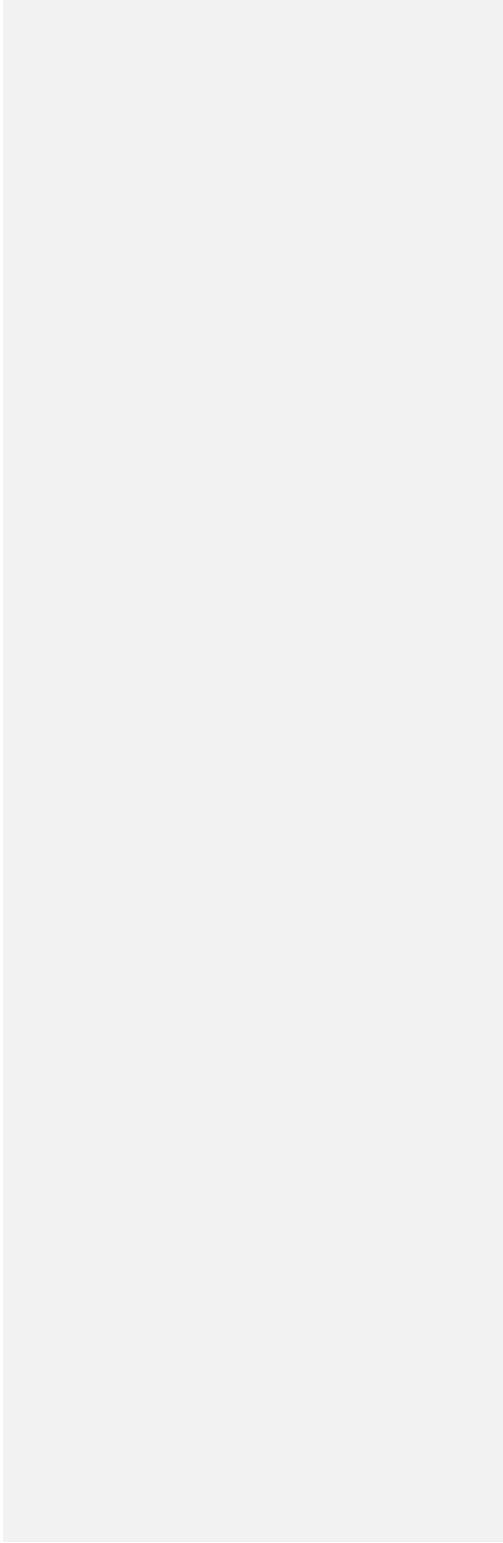
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INTRODUCTION TO HANDBOOK

Welcome and Our Mission

On behalf of the Board of Directors, faculty, families, and students of Lighthouse Community Public Schools (“LCPS” or “School”), we would like to welcome you to our community of learners. We believe that each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to work at LCPS and to engage in our collaborative process of learning for all. We are excited to learn and grow with you. The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to be lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. At LCPS, we believe that an exceptional education brings out each child’s unique light and potential. Inequity in our public schools severely limits the potential of our children, their families, and the future of Oakland. We are an innovative model for public education that puts each child at the center of their own learning. The Lighthouse community is equal parts love and rigor where children discover their unique light within. Lighthouse Community Public Schools is a beacon for public education and each graduate fulfills the promise of a better, brighter Oakland. This handbook is a guide for all LCPS employees as we seek to carry out our important work and achieve our mission.

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Charter School Background

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The “charter” establishing each such school is a performance contract detailing the school’s mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California can vary. At the end of the term, the entity granting the charter may renew the school’s charter. Charter schools are accountable to their sponsor—in our case, the Oakland Unified School District -- to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the sponsor that grants them, the parents who choose them, and the public that funds them.

Deleted: is five (5) years.

Commented [AM1]: Should this be amended to reflect the differing terms for AB1505 regulations?

Commented [CPH2R1]: Yes. Pursuant to AB 1505, the length of a charter or charter renewal depends on several factors and can range from two (2) to seven (7) years. As a result, I added some flexible language here.

Mission and History of Lighthouse Community Public Schools

The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to become lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. In order for every child to reach his or her fullest potential, we prioritize the following tenets:

- Holding every student to high expectations
- Providing a rigorous curriculum
- Serving the Whole Child
- Involving Families
- Fostering a Professional Learning Community

The vision of LCPS was borne out of the belief that every child has the right to an excellent education. This vision has inspired teachers, parents, and community members to design a school where every child is held to high expectations, is small enough so that every child is known well, where families are an integral part of the school, and where teachers are constant learners. LCPS was unanimously approved by the Oakland Unified School District in June of 2001. In 2002, LCPS opened with 92 students in grades K and 6 and has added about 90 students each year. In 2005, the K – 12 charter was amended to a K – 8 charter and a 9 – 12 charter. The 9 – 12 charter received its first renewal in 2009-2010; the K – 8 received its second renewal in 2010-2011 and its third renewal in 2015-2016. In 2008-09, the Lighthouse received a six-year accreditation from WASC and graduated its first class of seniors, with 21 of 21 with plans to attend a four-year college. In our 15th year, we opened a second site, Lodestar, which is in its fifth year of operation enabling us to further serve the East Oakland community.

General Professional Expectations

At LCPS, we consider the work we do of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, directors, volunteers, and family members, with respect and approach all situations as opportunities to learn.

Response to Inquiries

At LCPS, strong communication with students and their parents/guardians is vital to the success of our students. Therefore, teachers, staff members, and administrators will be held to the expectation that they respond to inquiries, questions, emails, phone calls, etc. to parents within forty-eight (48) hours of receiving them.

Purpose of Handbook

This Handbook is designed to help employees get acquainted with LCPS. It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. LCPS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Senior Director of People & Operations.

Deleted: Talent & HR

Employees must sign the acknowledgment form at the beginning of this Handbook electronically, and return it to the Senior Director of People & Operations via the School's HRIS system. This will provide the School with a record that each employee has received this Handbook.

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CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

LCPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

Commented [CPH3]: Please note that "sex stereotype" is now a protected class under California law. As such, this has been added to the School's EEO policy.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. LCPS will then conduct an investigation to identify the barriers that interfere

with the equal opportunity of the applicant or employee to perform the job. LCPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Licensure and Certification

Teacher Certification and Licensure

All School teachers are required to hold a current California Commission on Teacher Credentialing (“CTC”) certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold, consistent with applicable law. Pursuant to AB 1505, please note that the credentialing flexibility previously afforded to noncore, noncollege prep charter school teachers has been eliminated. As a result, all teachers in charter schools must hold the appropriate credential for their assignments. Please note that current charter school teachers employed with the School as of July 1, 2020, have until July 1, 2025, to obtain their credential. However, current charter school teachers must have a Certificate of Clearance from the CTC by July 1, 2020.

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All LCPS teachers, pursuant to the California Education Code, must hold appropriate authorization to provide instructional services to any English learner (EL) in their classroom, including Integrated ELD and Designated ELD services. Due to LCPS’ high level of EL students, all LCPS teachers must attain or maintain this authorization as a condition of employment. If a teacher does not yet possess appropriate authorization, they must work with LCPS’ HR representatives and are solely responsible to complete all application and education and/or assessment requirements to attain an Emergency EL authorization and fulfill all requirements to attain non-emergency EL

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Deleted: (The pertinent statutes include: EC Section 44001, EC Section 44830(a), EC Section 44831, and particularly EC Section 44253.1)

authorization and/or make demonstrated progress that qualifies towards renewal of the emergency authorization.

Substitute teachers must possess the minimum of an active Emergency 30-Day Substitute Teaching Permit as required by law.

As a condition of initial and continuing employment, teachers must demonstrate they possess the applicable credential required for their position. Failure to do so may result in placement on an unpaid leave of absence or termination of employment.

Limited Assignment Option Policy

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. One legally permissible option is for the School to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher's subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment. LCPS has adopted a policy and established the plan (Appendix C) to implement these options in order to provide greater flexibility in local teacher assignments in grades K-12.

Deleted: option is EC § 44258.3 which allows

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Title I Paraprofessional, Instructional Aide and After School Program Staff Requirements

Paraprofessionals, also known as paraeducators, teacher aides, or instructional aides, are an important component of California's education system. A paraprofessional shall perform only duties that, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to pupils.

Deleted: A paraprofessional includes an instructional aide as defined in subdivision (a) of California Education Code (EC) Section 45343 and a teacher aide as described in EC Section 45360. The term, "paraprofessional," means an individual who is employed in a preschool, elementary school, or secondary school under the supervision of a certified or licensed teacher, including individuals employed in language instruction educational programs, special education, and migrant education (Every Student Succeeds Act [ESSA] Section 3201, 20 United States Code [U.S.C.] Section 7011[11]). The term, "paraprofessional," also known as "paraeducator," includes an education assistant and instructional assistant (ESSA Section 3201, 20 U.S.C. 8108[37]). ...

Deleted: (EC Section 45330[b])

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Under the Every Student Succeeds Act, paraprofessionals whose duties include instructional support employed in Title I schools, must have:

- High school diploma or the equivalent, and
- Two years of college (48 units), or
- A. A. degree (or higher), or
- Pass a local assessment of knowledge and skills in assisting in instruction. LCPS accepts either passage of the CBEST or passage of an approved district or county paraprofessional assessment. Candidates for employment or their hiring manager who are not sure if they meet these requirements should consult with a member of the HR team to ensure they have met these requirements prior to hire or placement in an instructional support role.

Additionally, the California Education Code requires that after school staff who directly supervise students must meet the School's qualifications for an instructional aide. Therefore the above requirements for paraprofessionals must also be met by all after school staff who directly supervise students.

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As a condition of initial and continuing employment, paraprofessionals and after school program instructional staff and site administrators must demonstrate they meet the above qualifications. Failure to do so may result in placement on an unpaid leave of absence or termination of at-will

employment. Paraprofessional and afterschool program staff must furnish documentation of meeting the above requirements to the Director of HR or their Designee either by providing copies of transcripts, degrees conferred, or proof of passage of a local assessment prior to being permitted to work directly with students in an instructional support or supervision capacity.

Other Staff and Consultants Requirements

All other staff and consultants must demonstrate the abilities necessary to effectively carry out their responsibilities but may not require a California Teaching Credential. Employment is contingent upon verification and maintenance of any applicable licensure and/or credentials specific to the employee’s role and responsibilities as set forth in their job description and are the employee’s sole responsibility to maintain. Failure to do so may result in placement on unpaid leave or termination of employment.

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Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Commented [AM5]: Cameron—I made changes to this section to reflect AB1505 timeline and to include a new section to comply with the Federal Program Monitoring that required that the Board adopt specific policies related to Title I and Title III in relation to licensure for teachers and for IA/ASP staff. I pulled language directly from the CDE website to the greatest extent possible but if you could review and let me know if you suggest any other language/changes. I also broke it into three sections: one for Teachers, one for Aides/ASP, and one for other roles. Due to that some of the language about the requirement of the employee to maintain licensure/certification is repetitive. Let me know if that works or if you suggest an alternative way to frame that.

LCPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

Commented [CPH6R5]: Generally this language is fine, and I only made minor revisions. This gives a nice basic summary of applicable credentialing requirements, and specific areas of compliance that may be especially relevant for the School. Unless your authorizer has directed additional specific changes/additions, this language seems appropriate.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School as per our Volunteer Policy will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School’s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Senior Director of People and Operations.

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Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) or a negative TB test within the last sixty (60) days. As an alternative, the school/school district previously employing the employee may verify that the employee has a certificate on file showing that the employee is free from infectious TB. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. LCPS shall reimburse employees for the costs of subsequent TB risk assessments/examinations.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

LCPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, LCPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee’s family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver’s license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Student Interaction Policy

LCPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Commented [CPH7]: This language had previously been revised in all handbooks to reflect updates to CA law regarding immigration compliance. However, please be advised that there is currently a temporary injunction in place via a federal court proceeding which prohibits the enforcement of this language. Nevertheless, we anticipate the law will go into full effect following resolution of this case. If this issue comes up, we would advise the School to immediately contact legal counsel for guidance on compliance.

Commented [CPH8]: Please note that Education Code § 44050 requires that employee code of conduct policies governing employee-student relationships be posted on the School’s website and distributed to parents annually.

Corporal Punishment & Harassment, Discrimination, or Humiliation

Corporal punishment, harassment, discrimination, or humiliation 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 property.

Harassment and discrimination include but are not limited to verbal conduct such as epithets, derogatory jokes or statements or slurs, physical conduct such as assault or unwanted touching, or any other form of inappropriate conduct towards a student on the basis of race, gender, or any of the protected classes as outlined in LCPS's Harassment & Discrimination Policy below. Humiliation includes any verbal or physical conduct which has the primary purpose or outcome of shaming or embarrassing a student, particularly when intentionally or negligently made public or brought to the knowledge of a student's peers or other staff members.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
7. Verbally redirecting unacceptable or undesirable student behavior and positively reinforcing desirable and acceptable student behaviors.
8. Using the School's system of known consequences consistently and equitably for all students and communicating privately to students to the extent possible when disciplining their behavior.
9. Maintaining a calm, respectful, and professional tone and language with students at all times.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

4. Using racial slurs, epithets, or derogatory language directed at students when attempting to discipline their behavior or for any other reason.
5. Engaging in physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with a student's learning because of race, gender, disability, or any other protected basis.
6. Providing different and/or more severe consequences to certain students on the basis of their race, gender, disability or any other protected basis.
7. Using verbal or physical means to shame or humiliate a student in front of their peers or other staff members.
8. Using an unprofessional, disrespectful, or emotionally escalated tone or language with students when attempting to provide discipline that creates fear, emotional harm, or embarrassment.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty

of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages, letters, or other forms of social media to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.

- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone, instant messages, and other forms of social media and communication to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your supervisor and the Director of Talent & HR about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

LCPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. LCPS’s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent

Commented [CPH9]: Please note that the School must also maintain a Title IX policy which addresses sexual harassment. Due to the length of the policy and application to students and other non-employees, it is not included here. However, if you receive a sexual harassment complaint, it should be reviewed under both policies to determine which applies.

Commented [CPH10]: As referenced in the revisions to the School’s EEO policy, sex stereotype is now a protected class under California law.

contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

LCPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Talent & HR or designee.

When LCPS receives allegations of unlawful harassment, discrimination, or retaliation, the **Senior Director of People and Operations** (if a complaint is about the Principal) or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. LCPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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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 because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

LCPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all

Commented [CPH11]: Please ensure all relevant personnel continue to receive appropriate training in this regard.

legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Senior Director of People & Operations. See **Appendix A** for the general “Internal Complaint Form.” See **Appendix B** for the “Harassment/Discrimination/Retaliation Complaint Form.”

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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 and
 - 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 employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work;

- o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- o Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (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. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate LCPS policy.

Whistleblower Policy

LCPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

LCPS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security,

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productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other LCPS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Senior Director of People & Operations, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

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Children at Work

If there are extenuating circumstances under which an employee believes it's imperative to have his/her child at work, the employee must request permission by notifying his/her supervisor in writing (i.e., email) prior to doing so. The request should include: a.) when that will occur, b.) what the extenuating circumstances are that justify the need, c.) what the supervision plan for the child is, and d.) how this circumstance may or may not impact the employee's work. It is up to the supervisor's discretion to approve that request, based on the likelihood of the employee to execute his/her work successfully. If school is in session at this time, the child should not participate in recess with LCPS students.

For employees with children in attendance at LCPS, the employee should alert his/her supervisor of any potentially unsupervised gap in his/her child's day and articulate a plan in writing to his/her supervisor. Common solutions may include: the child stays with the employee if it does not disrupt work, or the child waits in the dismissal area for the employee to conclude work.

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Media Relations

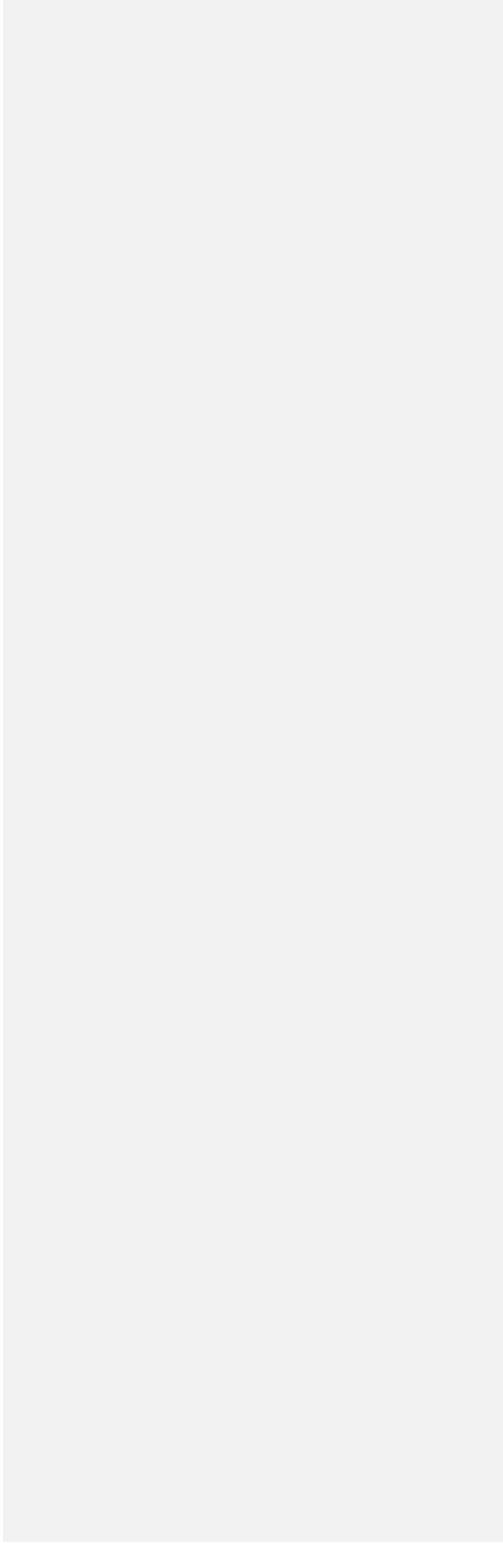
It is our goal to give the press a clear, consistent, and up-to-date message about our school and its programs and services. Since information about our activities change often, it is easy to provide the press with information that may be inaccurate or misleading.

Please refer all inquiries from newspapers, magazines, social media, or radio and television reporters to the Chief Executive Officer.

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Smoking

All LCPS facilities are no smoking facilities.



THE WORKPLACE

Work Schedule

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for **nonexempt** employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

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Meal and Rest Periods

LCPS provides employees with meal and rest breaks according to applicable laws. All employees are encouraged to take appropriate meal and rest breaks. During meal and rest breaks, employees are relieved of all duties and should not engage in any work during those times.

Currently, **nonexempt** employees working at least five (5) hours on any given workday are provided with a thirty (30) minute meal break. Employees are required to take this meal break every day at the time scheduled by their supervisor, by no later than the end of the 5th hour of work. An employee working a shift of six (6) hours or less may voluntarily waive this meal period by mutual consent in writing with their supervisor, and the employee must record the waiver on his or her timesheet and submit the waiver to the Director of HR to place in his or her personnel file.

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Commented [CPH12]: I briefly revised this section to meet applicable wage/hour standards. Specifically, an employee should be provided with a meal break no later than the end of the 5th hour of work.

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A **nonexempt** employee working a shift of three and one-half (3 ½) hours or more also is given a ten (10) minute paid rest break for every four (4) hours or major fraction thereof worked in a workday. Rest breaks should be taken, insofar as practicable, within the middle of each work period. A full-time **nonexempt** employee who works an eight (8) hour day should typically take one (1) rest break mid-morning, and one (1) rest break mid-afternoon. Employees are expected to and should make every effort to take their rest breaks. Rest break time may not be combined with meal break time. Employees who work less than three and one-half (3 ½) hours in a day are not entitled to a rest break.

LCPS compensates all **nonexempt** employees for their rest and meal breaks at their regular rate of pay, even though employees are not engaging in work during those times. Meal breaks do not count towards an employee's hours worked for the purposes of calculating overtime. For record-keeping purposes, employees are required to sign off on their timesheets that their meal and rest breaks were taken each day during a pay period. If, despite being encouraged and provided the opportunity to take a meal break, an employee chooses without the supervisor's permission to engage in work, the employee will be compensated at their regular rate of pay and his or her supervisor will work with him or her to revise scheduling or duties to ensure that meal breaks are taken every day that the employee works at least five (5) hours. If, under rare and extenuating circumstances, an employee is required to work during a meal break, they will be paid for an additional hour for each day a meal break was missed.

Commented [CPH13]: Please note that the School is not legally required to pay nonexempt employees during their meal breaks. While the School can elect to pay nonexempt employees for these meal periods, there is no legal obligation to do so.

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The Director of HR should be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

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Lactation Accommodation

LCPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

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LCPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Punctuality and Attendance

Any employee who is unable to report for work on any particular day must call their direct supervisor or the main office at least one (1) hour before the start of the scheduled workday. If an employee fails to report to work without notification to their supervisor, the School may consider that employee has abandoned his/her employment and has voluntarily terminated the employment. In such cases, LCPS must provide notice to the employee of the decision, and the employee may file a complaint pursuant to the process outlined in the section below if the employee disputes the decision.

If an employee is absent for medical reasons for more than seven (7) working days, the employee must, immediately upon his or her intended day of return to work, provide the Director of Talent with a physician's statement certifying that the employee is fit to return to duty.

Arrangement for Substitutes

Once teachers know of their anticipated absence, they are required to call their Supervisor and Office Manager and then make arrangements for substitutes using designated individuals from the LCPS Substitute Pool.

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Job Share Policy

A job share is defined as an arrangement where two (2) employees are employed to share the duties and responsibilities of one full-time position on an hourly, daily or weekly basis, and the salary and leave is allocated on a pro-rata basis. The position is held jointly and is conditional upon the offer of employment being offered to and accepted by both the job share partners.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time, and enable staff to retain career

development opportunities while working fewer hours.

Job Share Arrangements

- a. A job share is where two (2) employees voluntarily share the duties and responsibilities of one (1) full-time position, dividing the hours between them. The full-time salary, benefits, and holiday/leave time are allocated on a pro-rata basis to each of the job sharers. Pro-rata share benefits will be made available to job-share employees if they work a minimum of 0.5FTE (note: this is an exception to the general personnel policy that states employees must work 0.6FTE to qualify for benefits, contingent on the fact that the position as a whole exceeds the 0.6 FTE threshold). Job-share employees will be expected to pay for their share of their benefits.

Guidance on job share arrangements can be sought from the Senior Director of People & Operations when a position becomes vacant, or when a request to job share is received from an existing full-time employee.

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All full-time positions may be open to job sharing. Part-time and/or hourly positions are ineligible for job sharing. However, LCPS, in the accordance with managerial interests, reserves the right to ensure that operational needs will not be adversely affected and shall not be obligated to approve all job-share proposals. Nevertheless, agreement to a job-sharing arrangement should not be unreasonably withheld.

Deleted: job sharing

- b. The way in which the actual hours of a job share position are divided between the job share partners should be decided by the manager/supervisor in consultation with the job share partners, taking into account the following:
 - i. the needs of the school,
 - ii. any limitations on accommodation, equipment etc.,
 - iii. the desirability of building in a handover period or liaison time (the total hours worked by the job share partners should not exceed the normal full-time hours of the post),
 - iv. communication: between the job share partners, between the job share partners and their manager(s), between the job share partners and their colleagues and between the job share partners and their students or case, the need to ensure consistency of approach.
- c. The overall duties and responsibilities of the whole position will be shared between the job share partners. The exact agreed upon working arrangements of the job share partners will be decided by the manager, in collaboration with the job sharers.

Recruitment and Selection

When recruiting for a position, the School shall adhere to the normal approach of selecting the candidate (or job share partners) whose skills profile is the closest match to job requirements.

When a joint resume is received from job share partners, it must be assessed in the same manner as applications from other candidates. The normal practice will be to interview and test the job share partners separately in order to assess each one in light of the job requirements. It may also be appropriate to interview the job share candidates together in order to discuss their joint application. An offer made to job share partners is dependent upon both partners accepting the offer of employment.

Current Full-Time Employees

There may be occasions when a current full-time employee wishes to reduce his/her hours of work by sharing his/her position. Such applications to convert a full-time position to a job share position will be carefully considered. Examples of possible circumstances are employees returning from maternity, paternity or adoptive leave, employees having to care for elderly relatives, employees who may, due to a disability, now wish to work on a part-time basis, or employees who may wish to spend more time on leisure interests.

Implementation of Job Share Arrangements

Hours of work

The way in which the full-time hours are divided between the job share partners will be at the discretion of the manager to ensure that operational needs of the School are met. However, examples of how the working week can be divided are as follows:

- Half or split days, i.e. one partner working in the morning and the other partner working in the afternoon.
- Half or split weeks i.e. One partner working the first 2.5 days (Monday to Wednesday morning) and the other partner working the remaining 2.5 days (Wednesday afternoon to Friday) or overlapping when necessary
- Two (2) days one (1) week and three (3) days the next i.e. with the job sharers alternating to work the extra day.
- Alternate weeks i.e. job share partners each work one (1) week on, one (1) week off. This normally is on a Wednesday PM to Wednesday AM basis.

This is not an exhaustive list but merely outlines a few examples. Ideally, the job share partners should work half-time. Sometimes it may be convenient to split the hours on an unequal basis, i.e., one (1) partner working two (2) days and the other partner working three (3) days per week. There may be a scenario in which one (1) person is receiving medical/dental benefits and the other is not, depending on the scenario and time allotted to each person.

Terms and Conditions of Job Share Positions

A position is offered jointly to the job share partners. The offer to one candidate of the job share partnership is conditional upon the other candidate of the job share partnership accepting it. Job share agreements are in place from one (1) academic or fiscal year to the next and must be re-

agreed upon by both parties, with supervisor and Senior Director of People & Operations approval each year.

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Resignation and/or Termination of Job Share

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If one job share partner leaves by choice or is terminated due to lack of satisfactory job performance and the remaining job share partner does not want to work full-time, the following procedure should be followed:

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- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required;
- b. the vacant half of the job share position should be advertised;
- c. the remaining job share partner should use any available contacts to assist in finding a partner;
- d. if a suitable job partner cannot be found, an organization-wide search for alternative work should be implemented for the remaining job share partner; and
- e. if all the above has been carried out and it is still not possible to either find a replacement job share partner or find the remaining job share partner a suitable alternative position, the remaining partner may be released from employment.

If one job share partner wants to return to full-time and the other wants to remain part-time, or both job share partners want to return to full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required; and
- b. if only one full-time job is available, the supervisor will re-interview both employees and make an offer for one position to one employee based upon job performance, qualifications, experience, etc. Prior full-time status will not guarantee a right to return to full-time.

Conclusion

It is the goal of the LCPS job share policy to serve employees in their needs while not compromising student achievement. The job share arrangement may be terminated at any time should the supervising director believe the job share arrangement is having a detrimental effect on students, achievement of the job's duties, and/or achievement of the School's mission.

Flex-Time Policy

Flex-time is a work schedule which allows employees to work hours that are not within the standard 8:00 AM to 5:00 PM range, while maintaining a high level of service and ability to accomplish the job's duties.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time or who may want to work full time but with an alternative schedule, and enable staff to retain career development opportunities.

Eligibility

Eligibility for flex-time scheduling will be at the supervisor's discretion. Because our mission and school goals rely on consistent adult presence, the more contact an employee has with students, the more restrictive the schedule is. As a result, it may be difficult for a teacher or employee with a consistent caseload of students to obtain a flex-time schedule.

An employee must formally request a flex-time schedule from their direct supervisor in writing. Supervisors will have to carefully examine the flex-time schedules which the employee requests, so that they can coordinate work schedules which ensure ample employee coverage during peak hours.

Managing Flex-Time

It is the responsibility of the supervisor to verify and ensure performance of employees with flex-time schedules. Flex-time schedules will need to be made transparent to other employees, so that all employees stay aware of who is covering that individual's duties, if applicable. Positive, effective, and clear relationships among all employees involved are important for a successful flex-time policy. Flex-time is a privilege, not a right, and, if abused or in any way adverse to the School's interests, can be taken away at the discretion of the supervisor.

Flex-Time Options

At LCPS, there are a few types of flex schedules from which to choose: Peak-Hour Flex-Time, Compressed Work Week, and Reduced-Time options. It must be emphasized that because LCPS is a school that requires most employees to be face-to-face with students on a daily basis, flex-time options will be weighed with care for both the employee and the students that we serve. Once an employee signs up for a particular flex-time option, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed. All flex-time work options need to be approved by the direct supervisor and the Senior Director of People & Operations. In the case of the CEO desiring a flex-time option, Board approval is required.

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Peak-Hour Flex-Time: This flex-time schedule shifts daily work hours while still working an eight (8) hour day. For instance, instead of the normal 8am-5pm work day, an employee could work from 7am-4pm, 7:30am-4:30pm, 9:00am-6:00pm, etc. Working any arrangement of hours within an eight (8) hour day constitutes a valid workday. It is important to remember that the level of service must be maintained during peak work hours which will be specific for each job. Therefore, supervisors will need to coordinate the schedules of all flex-time participants to ensure ample coverage during these hours and duties.

Compressed Work Week: To maintain this flex-time arrangement, an employee works their full work week in less than five (5) days. For instance, an employee may work four (4) 10-hour days, or on a two-week rotating basis; one (1) week, an employee works a regular 8am-5pm, five (5) day week and the next they work a compressed schedule, which is four (4), 9-hour days and one (1) 4-hour day. It is important to remember that this option is available only to employees who do not have a direct case load/classroom/crew of students that they see on a daily basis. Supervisor discretion will be required to determine if a compressed work week is allowable for a position. In all cases for [nonexempt](#) employees, LCPS shall comply with overtime laws as applicable.

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Reduced-Time Options – These options permit employees to work part-time while juggling other responsibilities, such as caregiving. Reduced-time options include:

- **Part-time work opportunities.** Part-time workers should receive proportionate wages and benefits compared with full-time workers. Similarly, part-time workers should receive proportionate credit for relevant experience needed to qualify for promotions, training programs, or other employment opportunities.
- **Job sharing.** Job sharing programs permit two employees to share one full-time position. In general, employees participating in job sharing programs receive a proportionate share of the salary and benefits. (See complete Job Share policy herein for more information.)

Trial Period

Upon granting a flex-time arrangement to an employee, the supervisor will revisit how the work arrangement is working after three (3) months. If job performance is not compromised, the flex time agreement may remain in place. If job performance is being compromised due to flex time, a plan to change the arrangement will be made and executed.

Time Cards/Records

By law, LCPS is obligated to keep accurate records of the time worked by [nonexempt](#) employees. Such employees shall be required to utilize the School’s time clock system.

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[Nonexempt](#) employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time clock indicates when the employee arrived and when the employee departed. All [nonexempt](#) employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

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[Nonexempt](#) employees are solely responsible for ensuring accurate information in their time clock system and remembering to record time worked. If an employee forgets to scan in or makes an error, the employee must contact their supervisor to make the correction and such correction must be initiated by both the employee and the Director of HR or their designee.

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[Nonexempt](#) employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

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No one may record hours worked under another’s time clock system. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Time & Effort Recordkeeping Documentation for Federal & State Grant Funded Employees

Employees who receive compensation, whether partial or entirely, from federal or state categorical programs (e.g., Title I, Special Education, Title III, etc.) are required to complete additional supporting documentation which confirms that the activities or work performed by the employee was indeed for the funded program activity. Required supporting documentation will vary depending upon the funding source and/or nature of the employee’s job duties. Please refer to the LCPS Time & Recordkeeping Documentation Policy (Appendix D) for all required practices by employee role and type.

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Use of Email, Voicemail and Internet Access

LCPS will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee’s personal files or email or voicemail messages without the latter’s express permission.
4. School staff will not enter an employee’s personal email files or voicemail unless there is a business need to do so. LCPS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School’s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications as such communications may be discoverable as public records. School-related communications should only take place using School-issued devices and via the employee’s LCPS email account.

Commented [AM15]: Cameron-Per FPM we had to adopt a more specific Time & Effort Recordkeeping Documentation policy for employees funded by fed/state grant funds. I think incorporating it as an appendix so that it is easily accessible to employees is important as otherwise it will be hard for them to know about this requirement. Does this language and then the following appendix (D) seem right to you? Or should I put the full or more detailed policy language here?

Commented [CPH16R15]: I agree with including the full time and effort policy in the appendix.

Phone Policy

LCPS supports communication for professional purposes through one of multiple means:

- Primary usage is conducted via landline phones. Teachers and Administrators can utilize the phone that is stationed in their workspace for professional needs.

- All employees will be issued a School cellphone to be used for all School business. Such phones must be kept on during school business hours and are to be used only for School business. As a result of School-issued cell phones, employees are not to perform any School-related business whatsoever on their personal cell phones. As all School business is to be conducted on School-issued cell phones, LCPS will no longer reimburse employees for personal cell phone usage in regular course.

Deleted: In some instances, specifically, when an employee does not have access to a landline but is required to use a phone for professional reasons, LCPS uses mobile phones via the RingCentral platform. This allows employees to utilize their personal mobile phones, without any association to their personal number or personal phone plan

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Commented [AM17]: CAMERON: Can you fix this to reflect the final phone policy we landed on: e.g. that we will issue every employee a school issued cellphone and they will be required to use it in lieu of their personal device AND that we will therefore not reimburse personal cellphone use/costs?

Personal Business

LCPS’s facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Personal Property

Any personal property brought onto or stored on LCPS’ properties by an employee is at the risk of the employee and is not the responsibility of the School to maintain or protect. LCPS assumes no liability whatsoever for the loss, damage or theft, to the personal property of School employees. Should the employee end their employment with LCPS, it is the sole responsibility of the employee to collect and remove any personal belongings from the school by or before their termination date. LCPS will not be responsible for nor will it pay any costs incurred due to the loss, theft, or damage of any personal property an employee chooses to bring or leaves on its campuses.

Commented [CPH18R17]: I briefly revised this section to reinforce that employees should not use personal cell phones for School-related business. In terms of reimbursements, I stated the School will not provide such reimbursements in “regular course.” Specifically, in issuing cell phones to employees, the School is not required to reimburse employees as a matter of course anymore. However, if an employee requests a reimbursement, the School still should be prepared to pay it, assuming it is accurate and legitimate. If an employee is to admit they used their personal cell phone for School business, this would also be a separate disciplinary issue. In any event, I wanted to flag this distinction.

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Expectations of Privacy

All storage facilities, offices and workspaces, including desks and lockers, are the property of the School, and LCPS reserves the right to have access to these areas and to such property at any time, without advance notice to any employee. Therefore, employees should not expect that such property will be treated as private and personal to the employee. Likewise, electronic mail and voice mail are also company property and are to be used only for business purposes. Internet accounts for company business use are not intended for personal use. LCPS reserves the right to inspect, monitor and have access to company computers, electronic mail, voice mail messages and Internet communications.

Commented [CPH19]: Generally, there are specific conditions which employers must comply with in order to execute such searches, including:

- 1) Having reasonable grounds that the search will reveal evidence of misconduct,
- 2) That the search is necessary for a non-investigative, work-related purpose, and
- 3) The search’s scope was reasonably related to the search’s objectives and not excessively intrusive in light of the nature of the suspected misconduct. (... [1])

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To promote the safety of employees and company visitors, as well as the security of its facilities, LCPS reserves the right to conduct video surveillance of any portion of its premises at any time. Video cameras will be positioned in appropriate places within and around company buildings. The only exceptions to this policy include private areas of restrooms, showers and dressing rooms.

Commented [CPH20]: Generally, the School’s rights to monitor employee’s email, voicemail and other such communications must be done in the “ordinary course (... [2])

No Recording Policy

Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. In addition, California is a two (2) party consent to recording state. For this reason, no employee may record conversations via an electronic, video, or other recording device of another employee without their full knowledge and consent. Pursuant to California law, please note that any individual who records confidential communications without the consent of both parties can be criminally prosecuted and

Commented [AM21]: CAMERON: We’ve had some issues with staff thinking that LCPS owed them if they lost something after ending employment with us that they (... [3])

Commented [CPH22R21]: This policy looks good and I would not suggest any revisions. The only other suggestion I have would be to have employees sign some kind of (... [4])

Commented [CPH23]: Generally, this language is fine, and I would not recommend any changes. However, please note that this handbook language alone is not likely (... [5])

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punished by a fine not exceeding two thousand five hundred dollars (\$2,500) per violation, or imprisonment in a county jail not exceeding one year, or in the state prison, or by both that fine and imprisonment.

Commented [CPH24]: I added this language to remain consistent with Penal Code Section 632, as a warning to employees.

No employee may record, by any means, a conversation with another employee unless all of the following criteria are met:

1. A legitimate purpose for the recording.
2. A recording device in plain view.
3. Written authorization from the supervisor of the employee who wishes to record the conversation.
4. Documented consent by the employee being recorded either in writing or verbally at the start of the recording.

An employee's written notes of a meeting or conversation shall not be construed to be in violation of this policy. A violation of this provision may result in disciplinary action, including termination. LCPS retains the right to legitimately record public meetings and conversations for legitimate business purposes (such as sharing the recordings with absent members of staff or the community) if appropriate notice is given to participants at the start of the recording or if the meeting is evidently public in nature and a right to privacy regarding communications should not be expected (such as an LCPS Board of Directors or a community Town Hall meeting).

Deleted: Secret recordings are strictly prohibited unless authorized in writing by legal counsel.

Commented [AM26]:

Commented [AM27R26]: CAMERON: Can you review the inclusion of the language of this policy. Again, we've had some issues with staff illegally recording each other, their supervisors, or meetings so want to spell this out. Please modify to reflect appropriate practice based on legal guidance.

Social Media

If an employee decides to post information on the Internet or social media (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

Commented [CPH28R26]: I have made some minor revisions to this policy, in line with appropriate legal standards.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance and Conduct

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of LCPS in the eyes of the public, each employee must report to work properly groomed, wearing appropriate clothing and maintaining a professional appearance that sets a good example for LCPS students. Any employees who perform operational duties or work directly with students must wear close-toed shoes with an appropriate heel or back strap to ensure safety when performing duties per the school's Illness Injury and Prevention Plan ("IIPP"). Inappropriate or unsafe footwear or other clothing or failure to wear assigned personal protective equipment ("PPE") may result in disciplinary action up to and including release from at-will employment.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair.
- 2) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts, skirts, and dresses should be modest in length and should be no higher than three (3) inches above the knee.
- 3) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 4) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 5) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 6) Appropriate shoes must be worn at all times.

Health and Safety Policy

LCPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and the guidance specified in the LCPS Illness Injury and Prevention Plan and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of HR and their supervisor any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

First-Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, administrators, aides) must receive, renew, and maintain basic first-

Commented [AM29]: Cameron—can this be added here? While we spell out more in the IIPP, I want to put employees on notice that appropriate clothing, footwear in particular and wearing of PPE are mandatory.

Commented [CPH30R29]: Yes, that is appropriate, and we always recommend a personal appearance/standards of dress policy. For your reference, I have included several other restrictions/guidelines that we generally recommend in such a policy. These can be included in the above paragraph, as needed and relevant for the School.

Deleted: Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.

Deleted: 2) - Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.

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aid and CPR certification by the first day of school for students. Failure to meet this requirement will result in withholding of the employee’s paycheck until the obligation is met.

Security Protocols

LCPS has developed guidelines to help maintain a secure school site. Be aware of unknown persons loitering in parking areas, walkways, entrances, and exits and service areas of the school. Report any suspicious persons or activities to office staff. Employee desk, classroom, or office should be secured at the end of each day. When an employee is called away from his or her work area or classroom for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. **Employees should immediately notify a school administrator when keys are missing or if security access, codes or passes have been breached.**

Guests and Visitors

All guests and visitors must report to the main office to sign in and receive a guest pass to enter any LCPS facility.

Emergency Plans and Disaster Service Worker Responsibilities

Appropriate fire exit and earthquake preparedness drills will be administered at least two (2) times per year. California [law provides](#) that all school employees are considered disaster service workers when a local, state, or federal disaster declaration has been made. During a declared disaster, school employees are required by law, to serve as disaster service workers and cannot leave their school site until formally released up to seventy-two (72) hours. During an emergency, teachers must always have a roster of students under their direct supervision.

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Occupational Safety

LCPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. LCPS’s management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises to both their supervisor and the Director of HR so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

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Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Faculty and Staff Compensation

When appropriate for positions that are staffed by a multitude of individuals (i.e., teachers), the Senior Director of People & Operations shall propose a salary schedule in accordance with the terms of the Charter and will present it for approval to the Board of Directors. Individual faculty and staff salaries will be determined each year according to LCPS Salary Schedules. For unique positions, salaries will be determined based on the nature of the role and experience and qualifications of the individual.

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Payroll Withholdings

As required by law, LCPS shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Finance to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director of Finance. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director of Finance and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. LCPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the immediate supervisor with approval by the Director of HR or Director of Finance. LCPS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee’s regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled on the 15th and the last day of each month. If a payday falls on a weekend or holiday, then payroll will be processed on the last business day prior to that weekend. If an employee has any payroll questions or observes any error in his or her check, it should be reported immediately to the Staff Accountant.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director of Finance will discuss the situation with the employee.

State Disability Insurance

LCPS employees contribute a percentage of their salary toward State Disability Insurance (“SDI”). The SDI Program provides temporary wage replacement benefit to workers for non-work-related disabilities.

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Within SDI are two (2) benefit programs: Disability Insurance (“DI”) and Paid Family Leave (“PFL”). DI benefits are paid to eligible California workers experiencing a loss of wages when they are unable to perform their regular or customary work due to a non-work-related illness or injury, pregnancy or childbirth. PFL benefits are paid to individuals unable to work because they need to care for a seriously ill family member, bond with a new minor child or to take time off for qualifying exigencies related to the covered active-duty status of their spouse, registered domestic partner, child or parent who is a member of the U.S. Armed Forces. “Qualifying exigencies” may include official military ceremonies; briefings; changes to child care or financial or legal arrangements as a result of military service; counseling; or spending time with the covered service member during rest and recuperation leave, among others.

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Commented [CPH31]: Please note that effective January 1, 2021, eligible employees are able to take PFL for this reason, as well.

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The first seven (7) days of a claim is a waiting period for DI which no benefits are payable. There is no waiting period for PFL claims. Benefits begin with the eighth (8th) day of disability. Employees cannot receive DI and Unemployment Insurance (“UI”) or PFL benefits for the same period. DI is payable for a maximum of fifty-two (52) weeks. PFL is payable for a maximum of eight (8) weeks.

LCPS does not determine SDI eligibility. Please contact the Employment Development Department for more information regarding SDI as needed: www.edd.ca.gov.

Faculty and Staff Benefits

LCPS will attempt to provide health, dental, and vision insurance coverage for current staff that is reasonably comparable with coverage provided by the sponsoring district to its employees, provided such coverage is commercially or otherwise available at reasonable cost. LCPS will pay 100% of the cost of such coverage for full-time employees working at least thirty (30) hours per week in accordance with applicable law. LCPS will pay 75% of the cost of such coverage for part-time employees working at least 60% or twenty-four (24) hours per week. No staff member will receive paid health benefits beyond their separation from employment.

LCPS will cover children/dependents at 50% for full-time, regular employees who work at least thirty (30) hours per week, and at 37.5% for part-time employees working at least 60% or twenty-four (24) hours per week. LCPS does not currently pay for spouse or domestic partner benefits. If an employee wishes to have their spouse or domestic partner covered for Medical (currently through Kaiser Permanente) or Dental (currently through Principal), a deduction equivalent to the spouse’s/domestic partner’s cost will be withdrawn from the employee’s pay post-taxes.

Medical Plan

Eligibility

Employees are eligible for medical coverage as stated above. Medical benefits are currently provided under Kaiser Permanente which includes medical and vision coverage. This plan is subject to change during the School’s Open Enrollment period, following appropriate notification to employees.

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When Coverage Starts

Medical coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of HR as soon as possible within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

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Cost of Coverage

The current costs for coverage under the plan is available from the Director of HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Full-time, regular employees are not required to contribute toward the payment of their individual medical benefits. A part-time employee will pay a portion of their benefits each month, in line with information stated above. Additionally, the cost associated with dependent or spouse/domestic partner coverage is subject to change, and is available from the Director of HR.

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Dental Plan

Eligibility

Employees are eligible for dental coverage, as stated above. LCPS currently offers Dental Coverage through Principal Insurance.

This plan is subject to change during the School’s Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Dental coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

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Supplemental Vision Plan

Eligibility

Employees are eligible for supplemental vision coverage, as stated above. LCPS currently offers Supplemental Vision Coverage through Ameritas Financial Group.

This plan is subject to change during the School’s Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Supplemental vision coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of HR within thirty (30) days of

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eligibility or during the open enrollment period via the designated school enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

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Cost of Coverage

The current costs for coverage under the plan is available from the Director of HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Because LCPS provides basic vision coverage under its medical plan, the full cost of supplemental vision coverage for the employee, any dependents, and/or spouse/domestic partner must be paid by the employee.

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Flexible Spending Account (FSA) Plan

LCPS administers a Flexible Spending Account Plan for Medical and Dependent Care and Parking and Transit. All employees are eligible to enroll in LCPS' pre-tax Flexible Spending Account Plans regardless of if they meet the eligibility thresholds for other health and welfare benefits as defined above. LCPS currently offers Medical and Dependent Care and Parking and Transit FSA through Basic Pacific. Employees are allowed to contribute up to the current annual pre-tax limits for medical and dependent care FSA plans.

The FSA plan begins on the first day of enrollment once eligible. Enrollment forms must be submitted to the Director of HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

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Health Savings Account (HSA) Plan

LCPS administers a Health Savings Account Plan for employees who enroll in our High Deductible Health Plan ("HDHP") medical plan option. Employees are eligible to enroll in LCPS' pre-tax HAS plan if they meet eligibility thresholds for health benefits as defined above and elect the HDHP plan option. LCPS currently offers HSA through Basic Pacific. LCPS provides a yearly employer contribution of \$750 per individual employee and \$1500 per employee plus dependents enrolled in the HDHP plan option as of September 1. This contribution is deposited into each employee's HSA in two installments over the year: July 1 and January 1. An employee who terminates employment before the end of the year will forfeit any future contribution not yet deposited and any employee who starts employment after January 1st forfeits the right to the first contribution in the plan year. All deposits into the HSA become the express funds of the employee, roll over each year, and are transferrable to another HSA account upon termination of employment. Employees are allowed to contribute up to the current annual pre-tax limits for HSA plans less the employer contribution.

The HSA plan begins on the first day of enrollment once eligible and once enrolled in the HDHP health plan. Enrollment forms must be submitted to the Director of HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions

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necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

Retirement Plan

LCPS administers a defined contribution plan called the LCPS Retirement Plan. LCPS will annually contribute 8.00% of employee salaries to their individual retirement plans. All eligible staff will contribute an additional 8.00% of their salary, which will be automatically deducted. LCPS contributions vest 20% with each full year of employment and employees become 100% vested after five years of service.

Due to the nature of this plan, LCPS employees do not contribute to social security and are not eligible for social security benefits connected to their employment at Lighthouse.

403(b) Plan

In addition to its defined retirement contribution plan, LCPS administers a voluntary 403(b) plan called the Lighthouse Community Public Schools 403(b) Plan. Any employee shall be eligible to make contributions under the plan as long as she or he remains employed at the School. An employee may elect to reduce taxable compensation by filing a compensation reduction agreement with the Plan Administrator and the Director of HR at any time. Employees may contribute up to the Maximum Permissible Amount each year as defined by law (currently \$19,500 for 2020 & 2021 with a catch-up limit of \$6,500 for employees older than fifty (50) years of age).

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COBRA Benefits

When coverage under the School’s medical, dental, and/or supplemental vision plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage, the employee contribution, and the School’s previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee’s spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

Commented [CPH32]: Please note that pursuant to the latest COVID-19 related legislation, there have been some temporary, but significant changes to COBRA. Generally, and through September 30, 2021, employees who were involuntarily terminated (but not due to gross misconduct) are not required to pay COBRA premiums. Additionally, employers receive federal tax credits for paying such premiums. As the change is temporary, I did not reference such information in the School’s handbook, given that such changes will be obsolete for most of the 2021-2022 school year. However, I recommend the School touch base with its benefit administrator to ensure it has up to date forms, notices and is otherwise in compliance with the temporary directives.

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

LCPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. LCPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- LCPS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Tuition Assistance

LCPS offers tuition assistance to employees to engage in credentialing or continued education related to their role and responsibilities or in support of professional growth. Tuition assistance is approved on a case-by-case basis. The amount and portion of assistance paid by LCPS is dependent on the program and the employee's role. This may, but is not required to include, some or all portion of tuition and some or no supplementary costs. Any such training is a voluntary effort for which no wages will be paid. In some cases, the School will cover the full cost of tuition if such program is required for employment eligibility after the employee has been hired (e.g. induction for new teachers or administrators to attain their clear credential). To be eligible, the employee

must make a request to their supervisor, the **Senior** Director of **People & HR**, and the Director of Finance. The employee will be required to enter into a Tuition Assistance Agreement (Agreement).

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Depending on the length and cost of the program, tuition assistance may be dependent on continued employment with LCPS, after conclusion of the program, for an additional amount of time specified within the Agreement. If for any reason the employee voluntarily leaves LCPS, or is released from at-will employment or terminated for good cause before that time, he or she agrees upon termination to repay the amount of the program cost subsidized by LCPS on a prorated basis of months completed from the beginning of the training to his or her release/termination date.

If the employee is obligated to refund tuition reimbursement under the terms of the Agreement, the employee must authorize the School in writing to withhold any amount due under the Agreement from the employee's final paycheck from the Employer. After any such deduction, any remaining balance owed to the Employer shall continue to be an obligation of the employee to LCPS and must be repaid within ten (10) business days of the date of termination.

Commented [CPH33]: I would caution the School against making any deductions from final pay in this regard. While the School can include this language, please just know that the School can generally only deduct to account for employee debts in the event of "gross negligence, willful misconduct or dishonesty." As a result, if an employee owes the School money related to this tuition reimbursement and fails to agree to authorize a deduction from their final pay, the School should either negotiate a repayment plan or take the employee to small claims court to recover the funds.

A tuition agreement does not constitute an employment agreement, or any express or implied promise of continued employment. The employment relationship remains at-will, meaning that either the employee or LCPS have the right to terminate employment at any time, with or without advance notice or cause.

PERSONNEL EVALUATION AND RECORD KEEPING

Evaluation of Teachers and Staff

Formal and Informal Observations

The Management Team, using both formal and informal observations, will observe employees on an ongoing basis. Informal observations can occur during any time and may include a post-observation conference. Results of formal and informal observations, consisting of the employee's and his/her supervisor's observations and recommendations, may be put in writing and included within the employee's personnel file. Nothing in this section limits a member of the Management Team from conducting other observations of an informal or unannounced nature.

Evaluations of non-teaching staff will be conducted using formal and informal techniques, which may include check-ins, self-evaluations, and peer observations.

The Board of Directors evaluates the Chief Executive Officer on an annual basis. Portfolios of work and evidence are assembled and evaluated and the Board interviews members of the different school constituencies to assess the performance of the Chief Executive Officer.

Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one (1) week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

Personnel Files and Record Keeping Protocols

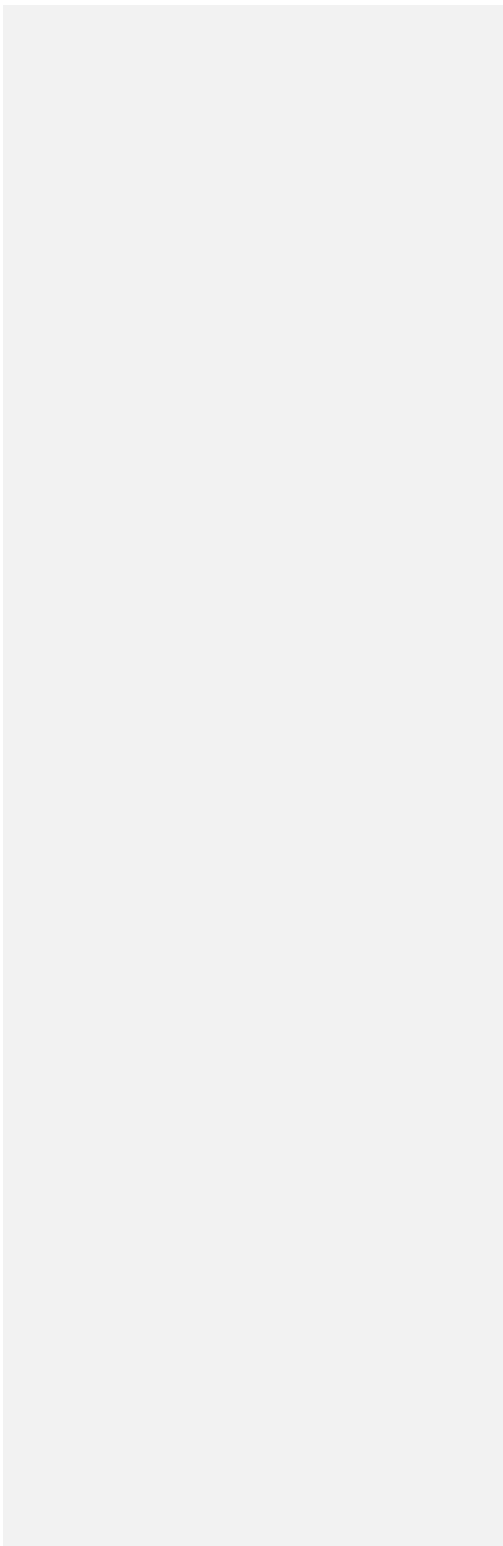
At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the HR team advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. LCPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources team. Only the **Senior Director of People & Operations** or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an

arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.



HOLIDAYS AND LEAVES

Holidays

See School Calendar for paid holidays.

Sick Leave

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If an employee has no spouse or domestic partner, the employee can designate one (1) person in lieu of spouse/domestic partner (within the first ten [10] days of each year). The designation can be only of one (1) person, annually. An employee may also take their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

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Hourly employees working at least two (2) hours per week are entitled to accrue one (1) hour of paid sick leave for every thirty (30) hours worked (which includes overtime hours worked by nonexempt employees).

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Salaried full-time employees accrue fifty-six (56) hours of sick time each year if working an 11-month schedule and accrue sixty-four (64) hours of sick time each year if working a 12-month schedule. Salaried exempt employees working on a part-time basis shall accrue sick time on a pro rata or proportional basis to the proportion of hours worked each week compared to the full-time equivalent. For example, an 11-month part-time exempt employee working 20 hours per week (or 50% full-time equivalent) shall accrue 50% of the fifty-six (56) hours totaling twenty-eight (28) hours.

Accrued sick time is subject to a cap based on the table below. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap.

Employee Type	Accrual Rules	Accrued Sick Time Cap
Hourly	1 hour of paid sick leave for every 30 hours worked	72 hours
Salaried 11-month	56 hours per year (pro-rated for part-time employees)	80 hours
Salaried 12-month	64 hours per year (pro-rated for part-time employees)	88 hours

New employees shall not be permitted to utilize paid sick leave until they have completed ninety (90) days of employment at LCPS, absent prior supervisor approval. Sick leave must be taken by employees in increments of one (1) hour.

Sick leave may only be used for the purposes specified in this policy. Accordingly, LCPS retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability, especially for absences exceeding three (3) consecutive days. Pay for sick leave may be withheld if a satisfactory verification is not timely received.

Commented [CPH35]: While the School can include this language, I recommend being cautious if withholding sick leave since the Labor Commissioner's office can be aggressive in pursuing employee claims regarding denial of sick leave usage. A better option may be to discipline the employee if they fail to provide appropriate substantiation for excessive/lengthy absences.

Employees are not allowed to draw against unearned/unaccrued sick leave. LCPS does not pay employees upon separation of employment for unused sick leave.

All employees shall inform their supervisor, as well as the appropriate personnel per School guidelines, of an anticipated absence as soon as possible if a substitute is needed, and such leave (other than for unexpected circumstances) must be pre-approved by the supervisor. The Senior Director of People & Operations may require an employee to verify the claimed reason for any absence.

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Personal Necessity Leave

Employees may use a portion of their sick leave for personal necessity annually as follows: regular full-time employees may use up to three (3) days; and all other employees may use up to one (1) day of sick leave for personal necessity leave annually. Uses of personal necessity leave may include, but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave); an accident involving the employee's person or property, or the person or property of an immediate family member; adoption of a child; the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours; attendance at conferences not otherwise approved by the employee's supervisor; personal legal matters; religious observances; and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least two (2) weeks in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above.

Paid Time Off

For 12-month salaried employees, LCPS provides ten (10) days or eighty (80) hours of paid time off ("PTO"). PTO accrues each pay period and is accessible by the employee after that time. 12-month salaried employees who are at less than 100% full-time status are eligible for PTO at a prorated amount of hours corresponding to the percentage of their FTE (e.g. an employee working twenty (20) hours per week or 50% time would accrue five (5) days or forty (40) hours of PTO after one (1) year of service). Employees are generally encouraged to take this time during the summer unless their position is such that taking time off in the summer is not advisable, or would interfere with LCPS operations. As such, employees may take these days at any point during the year with supervisor pre-approval. Employees must request to use PTO at least two (2) weeks in advance. Unused PTO carries over from year to year up to a cap of one and one-half (1 1/2) times the annual accrual (totaling fifteen (15) days, or a proportionally less amount for part-time 12 month employees). Once the cap is reached no further PTO time will accrue until some is used. No PTO shall be retroactively granted for the time in which the employee was at the cap. Unused PTO is paid out upon separation from employment.

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Unpaid Leave of Absence

LCPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act leave, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee’s medical, and dental benefits will remain in force provided the employee pays the appropriate premiums as before they went on leave. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO, provided that the PTO was earned prior to the commencement of leave. No PTO is accrued during any type of unpaid leave of absence. If any employee fails to return from leave and is subsequently terminated, the employee will be liable for any medical and dental premiums paid on their behalf by LCPS as outlined below

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

• Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the School must only have at least five (5) employees).

• Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee

Commented [CPH36]: Please note that this policy is fully updated to reflect the recent changes to CFRA. These changes took effect January 1, 2021. Generally, the CFRA is more expansive now and applies to all employers with at least five (5) employees. It also allows employees to take time off to care for a grandchild, grandparent, or sibling. In addition, the prior restriction which limited both parents who were employees of the same organization from taking more than twelve (12) weeks of baby-bonding collectively was removed so that each parent is now entitled to twelve (12) weeks. There were a few other minor changes, but these were the most significant ones I wanted to flag.

Deleted: For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

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Deleted: baby-bonding

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Commented [AM37]: Cameron: Since CFRA has changed this for CA employees, should this be removed?

Commented [CPH38R37]: Yes, it has been removed.

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unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
- b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition, A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
- 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
- 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

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• Amount of FMLA/CFRA Leave Which May Be Taken

- 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

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3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

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• Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation, or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

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2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

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3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

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• Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written

confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

LCPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director of HR. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

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2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

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• Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

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1. → LCPS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. → A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement....

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each eligible female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time an eligible female employee is actually disabled by pregnancy, childbirth, or related medical conditions. An eligible female employee includes a transgender employee who is disabled by pregnancy.

• Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

• Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

Commented [AM41]: Cameron: Female or can we just replace this with the word "pregnant"?

Commented [CPH42R41]: I revised this to state "eligible female employee." Specifically, the PDL law provides that such leave may be used by an "eligible female employee." FEHA regulations define an "eligible female employee" as to include "a transgender employee who is disabled by pregnancy." I recommend the School use this language to remain consistent with the law.

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2. The employee needs to take time off for prenatal care.

• Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, sick leave, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. PTO and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

LCPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. LCPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:

- The employee is taking leave under the California Family Rights Act.
- There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be

transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with LCPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment

with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers’ Compensation)

LCPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers’ compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker’s compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director of HR;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Director of HR; and
- Provide the School with a certification from a health care provider regarding the need for workers’ compensation disability leave as well as the employee’s eventual ability to return to work from the leave.

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It is the School’s policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. LCPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School’s operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the supervisor and to the Director of HR and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s

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approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

LCPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, LCPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

LCPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Employees who have worked for more than six (6) months are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued PTO or other forms of accrued leave including religious observance leave and the use of up to three (3) days of personal necessity leave for bereavement. [Bereavement pay will not be used in computing overtime pay.](#)

Commented [CPH43]: I included this language so that nonexempt employees are on notice that this time does not create or increase their overtime pay.

Religious Observance Leave

Employees who have worked for more than ninety (90) days are entitled to up to two (2) days of leave without loss of pay for religious observances falling outside those holidays and religious observances occurring when school is not in session (such as holidays, weekends, or breaks when the school is not operating). Employees must request religious observance leave at least two (2) weeks in advance. Religious observance leave does not carry over from year to year, and is not paid out upon separation from employment. If an employee requires more than two (2) days off for religious observance, the employee may request additional unpaid leave or request the opportunity to use one or more days of accrued sick time for personal necessity leave as stated above.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all [nonexempt](#) employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

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Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director of [HR and their supervisor](#) at least two (2) days' notice.

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School Appearance and Activities Leave

As required by law, LCPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. [If more than one \(1\) parent or guardian is an employee of LCPS, the employee that first provides the leave request will be given the requested](#)

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time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g. PTO or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Commented [CPH44]: Please note that the School is generally only required to provide thirty (30) days of leave in this instance, not sixty (60). While the School can elect to provide a more generous policy, that is not required.

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Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

LCPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking, or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

Commented [CPH45]: This section has been revised to comply with recent changes to victims of abuse leave, pursuant to AB 2992. Specifically, the definition of "crime" has been significantly expanded and applies "regardless of whether any person is arrested for, prosecuted for, or convicted" of the crime. Additionally, please note that these changes prevent the School from taking adverse action against an employee who takes an uncheduled leave of absence and provides the School with documentation in a "reasonable" time to support that the leave was related to being a victim of a crime/abuse.

Deleted: or

Deleted: or that of the employee's child or children

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling or mental health services for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide LCPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide LCPS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee’s behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, LCPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees’ safety while at work. To request an accommodation under this policy, an employee should contact the Director of HR.

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Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor’s return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of HR thirty (30) days’ notice before returning from leave. Whenever the School is notified of an employee’s intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of HR.

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DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

operations.

23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. LCPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the

School, employees should notify the Senior Director of People & Operations, regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

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When an employee terminates their at-will employment, they will be entitled to all earned but unused PTO (applies to 12-month employees who work a 220-day schedule only). If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

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INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Senior Director of People & Operations or Board of Directors to express their work-related concerns.

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Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Senior Director of People & Operations or designee:

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1. The complainant will bring the matter to the attention of the Senior Director of People & Operations as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Senior Director of People & Operations or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Senior Director of People & Operations, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School’s Ombudsperson (the Chief of Staff) or Board President (if the complaint

Deleted: Director of Finance

concerns the Chief of Staff as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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In processing the complaint, Chief of Staff (or designee) shall abide by the following process:

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1. The Chief of Staff or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Chief of Staff (or designee) finds that a complaint against an employee is valid, the Chief of Staff (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Chief of Staff (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Chief of Staff's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

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General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Chief of Staff) or the Chief of Staff or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

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AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

LCPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

INTERNAL COMPLAINT FORM

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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 the School 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 providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

APPENDIX B

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HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination or harassment.

If you are an employee of the School, you may file this form with the Senior Director of People & Operations, Director of HR, Chief Executive Officer, LCPS Ombudsman, or Board President.

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Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

LCPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else: _____

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):

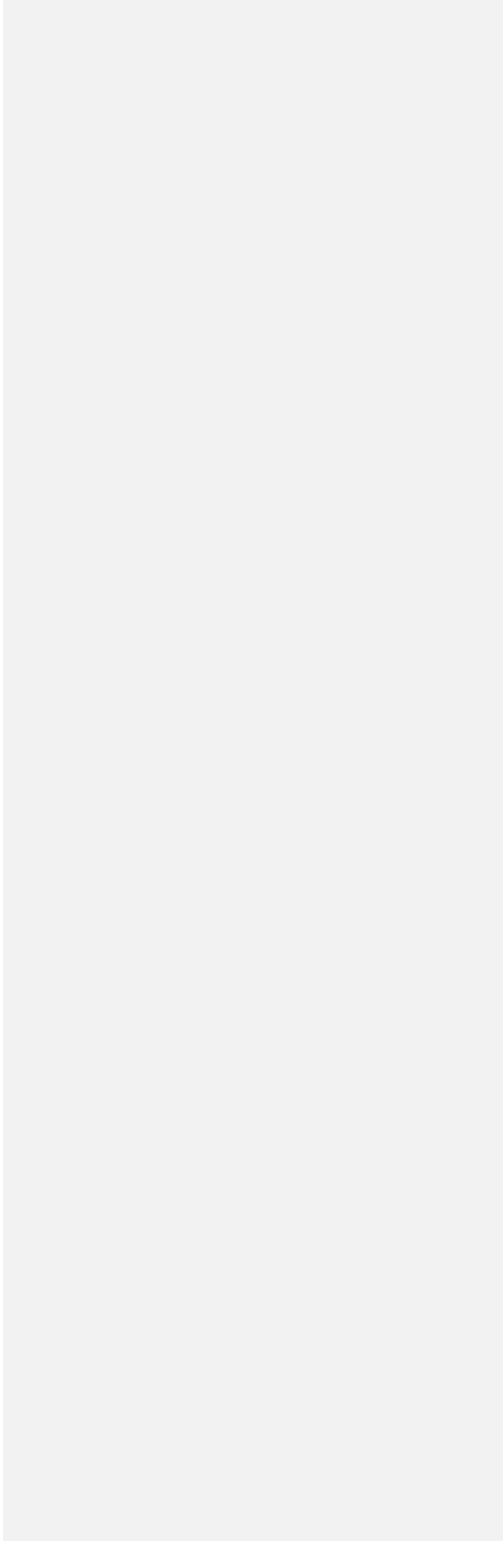
I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

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.

Signature of Complainant Date: _____

Print Name

Received by: _____ Date: _____



APPENDIX C

LCPS Limited Assignment Option 44258.3 Board Policy

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. One option pursuant to the California Education Code, allows local school districts to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher's subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment. This policy is to establish the district's plan (detailed below) to implement these options.

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LCPS District Plan Education Code §44258.3

Purpose: It is the intent of LCPS to facilitate the assignment of teachers in accordance with EC §44258.3 when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s).

The following procedures are intended to provide for the implementation of this policy:

1. Site Administrator identifies a subject-matter assignment need at a local school site.
2. Site Administrator determines whether any existing staff have the appropriate credential and are interested in the assignment or whether EC §44258.3 should be used.
3. Site Administrator identifies consenting teacher for possible assignment pursuant to EC §44258.3 or a teacher may request to fill the assignment.
4. Teacher submits a petition form to teach in the position. The petition denotes criteria upon which petition is based, teacher consent, site administrator's recommendation of assignment, and that the assignment is for one year and may be extended for additional time if the teacher and school district consents.
5. A review panel, selected by LCPS, will consist of site administrators, teachers, and district level administrators. This Assignment Review Panel conducts, prior to the beginning of the assignment, an assessment in accordance with EC §44258.3. This assessment must determine evidence of the candidate's knowledge of the subject matter to be taught and at the grade level to be taught.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
- b. Successful completion of intensive professional development in the subject to be taught
- c. Review of portfolio containing evidence of demonstrated knowledge
- d. Results of oral interviews
- e. Practical experience
- f. Passage of an examination that is valid for the subject and grade level
- g. Observation over time of the teacher in the subject in the grade level currently being taught
- h. Observation of a demonstration lesson in the subject and at the grade level to be taught
- i. Professional Growth Plan - The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position
- j. Successful completion of college or university course work in the subject to be taught
- k. Successful prior work experience in the content area

6.The Assignment Review Panel makes a final disposition on whether to recommend that a teacher be assigned under EC §44258.3. The Assignment Review Panel informs the designee of LCPS of the results of the review.

Note:

- Teaching assignments made pursuant to EC §44258.3 must be included in the annual report to the Commission on Teacher Credentialing as required by EC §44258.9 during the year the school district is monitored by the county office of education.
- The school district is also responsible for reporting to their county office of education during assignment monitoring activities instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9. A school district may forward a copy of their board approved policies that may assist the county office of education during the monitoring process.

Commented [CPH46]: Unless the School has certificated employees represented by unions, this bullet point may be removed.

LCPS Petition to Teach Departmentalized Subjects Under EC §44258.3

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades 1 through 12 in accordance with EC §44258.3.

Deleted:

Teacher: _____ SSN: _____

School: _____

Subject(s) being requested: _____

Deleted:

Initial Request _____ Subsequent Request _____

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

Deleted:

College/university course work

Deleted:

Relevant on-the-job experience or previous teaching in the subject area

Deleted:

Relevant volunteer experience

Deleted:

Subject-matter examination

Demonstrated competency in the subject to be taught

Portfolio related to subject(s)

Relevant professional growth activities

Recommendations from other subject-matter specialists or experts

Other (specify)

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

Deleted: _____
Deleted: 10
Deleted: _
Deleted: _____

If approved, I consent to the assignment under EC §44258.3.

Deleted: _____

Teacher's signature

Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Deleted: _____

Administrator's signature

Date

Deleted: _____
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Assessment of Adequacy of Subject-Matter Knowledge

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades 1 through 12, in accordance with EC §44258.3. Teacher: _____

Deleted: _____

(Name of Employing Agency) Attachment 4
Deleted: _____
Deleted: _____
Deleted: _____

SSN: _____ Subject(s) being requested: _____

Deleted: _____

Assessment Team Leader: _____

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Assessment Team Members: _____

Subject-Matter Specialist on Team/Consulted: _____

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The assessment of the petitioner's adequacy of knowledge of the subject-matter and appropriate state framework for the subject(s) being requested yielded the following:

Course of Study: State Framework(s): _____

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Deleted: 12

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Deleted: _____

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher:

Successful prior teaching of the subject

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Successful completion of intensive professional development in the subject

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Review of a portfolio containing evidence of demonstrated knowledge

Results of a semi-structured interview

Successful completion of college or university course work in the subject

Passage of an examination related to the course, grade level and state framework for the subject to be taught

Observation of the teacher in the subject and grade level currently being taught

Observation of a demonstration lesson in the subject to be taught at the grade level to be taught

Successful prior work experience in the content area

Proof of professional performance in the content area

Other (specify) _____

Based upon the assessments indicated, we recommend the following action: _____

Deleted:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying: Clear verification Approval with professional growth/support plan

Deleted:

DISAPPROVAL of the petition The panel recommends that the following elements be included in the professional growth/support plan:

Deleted:

Appendix D: LCPS Time & Effort Recordkeeping Documentation Policy

Policy:

Lighthouse Community Public Schools (LCPS) requires its employees to adhere to the practices outlined below. These practices are in accordance with federal and state regulations surrounding time and effort documentation for any employees who receive payment (compensation) from federal or state grant funds.

The required documentation may vary depending upon the funding source(s) or nature of the duties performed. Payroll records, including timecards for partially-funded positions, must reflect actual hours worked on each program as indicated in the time and effort documentation completed within the appropriate timeline.

Practices:

A. Determining required time & effort documentation

Employees who receive compensation, whether partial or entirely, from federal or state categorical programs (e.g., Title I, Special Education, Title III, etc.) are required to complete additional supporting documentation which confirms that the activities or work performed by the employee was indeed for the funded program activity. Required supporting documentation will vary depending upon the funding source and/or nature of the employee's job duties.

B. Determining the appropriate employees

a. Employees funded from a single categorical program – periodic (semiannual) certification

If an employee's position is funded solely (100%) from a single categorical program, the minimum requirement for documenting his/her compensation is by completing a Time & Effort – Periodic (Semiannual) Certification Form. This Form must be completed by the employee, his/her supervisor who has firsthand knowledge of the work performed by the employee, and the Director of Finance or their designee, affirming the employee exclusively performed duties supporting the single categorical program during the period covered by the certification.

For example, a Special Education Teacher whose salary is 100% funded using Special Education entitlement dollars would need to complete a Time & Effort – Periodic (Semiannual) Certification Form.

b. Employees funded from multiple categorical programs – monthly certification

If an employee's position is funded from multiple federal and/or state categorical sources (of which at least one is federal), detailed documentation supporting the appropriate distribution of the employee's compensation must be recorded through a monthly certification. The employee must complete a Time & Effort - Monthly

Certification Form and have it signed by his/her Supervisor and the Director of Finance or their designee.

For example, a teacher whose salary is funded fifty percent (50%) using Title I dollars would need to complete a Time & Effort – Monthly Certification Form confirming the duties he/she performed accurately correspond to the funding split (50% Title I/50% general funds).

C. Time Accounting Reporting

1. At the end of each month, the LCPS Finance Team, in coordination with the HR Team, shall prepare a Time & Effort – Monthly Certification Form for each employee funded by multiple categorical programs.

b. In January & May of each fiscal year, the LCPS Finance Team, in coordination with the Director of Finance or their designee, shall prepare a Time & Effort – Periodic (Semiannual) Certification Form for each employee funded solely by a single categorical program.

D. Reconciliation & Payroll Adjustments

On a quarterly basis, the Director of Finance or their designee shall review all categorically-funded positions to ensure the appropriate employees are completing a Form. If, for any reason, a change to the employee's position is determined during the quarterly reconciliation process, the Director of Finance or their designee will provide the necessary Form(s) to the impacted employee and his/her Supervisor to confirm all Time & Effort documentation aligns with actual duties performed.

E. Training

Staff paid solely or in part with federal or state categorical funds, as well as their supervisors, shall receive training at the start of each academic year. The annual training will include a review of this Time & Effort Recordkeeping Documentation Policy. For any new hires starting during the academic year, the Director of Finance or their designee shall review this Policy with any employees to be funded using one or more categorical programs.

F. Retention of Documentation

Original copies of all Time & Effort Forms shall be retained by the LCPS Finance Team for no less than five (5) fiscal years from the end of the appropriate fiscal year. For example, all Forms signed during Fiscal Year 2019-2020 shall be retained by the LCPS Finance Team at least until June 30, 2025.



Time & Effort – Periodic (Semiannual) Certification Form

Employee Name: _____

School Campus: _____

School Department: _____

Funded Position: _____

Funding Source: _____

Fiscal Year: _____

Period Covered: _____

(Certification must be prepared at least semiannually e.g., July-Dec, Jan-June, and cover the entire period of the certification.)

Percentage of Effort: _____

Certification Statement

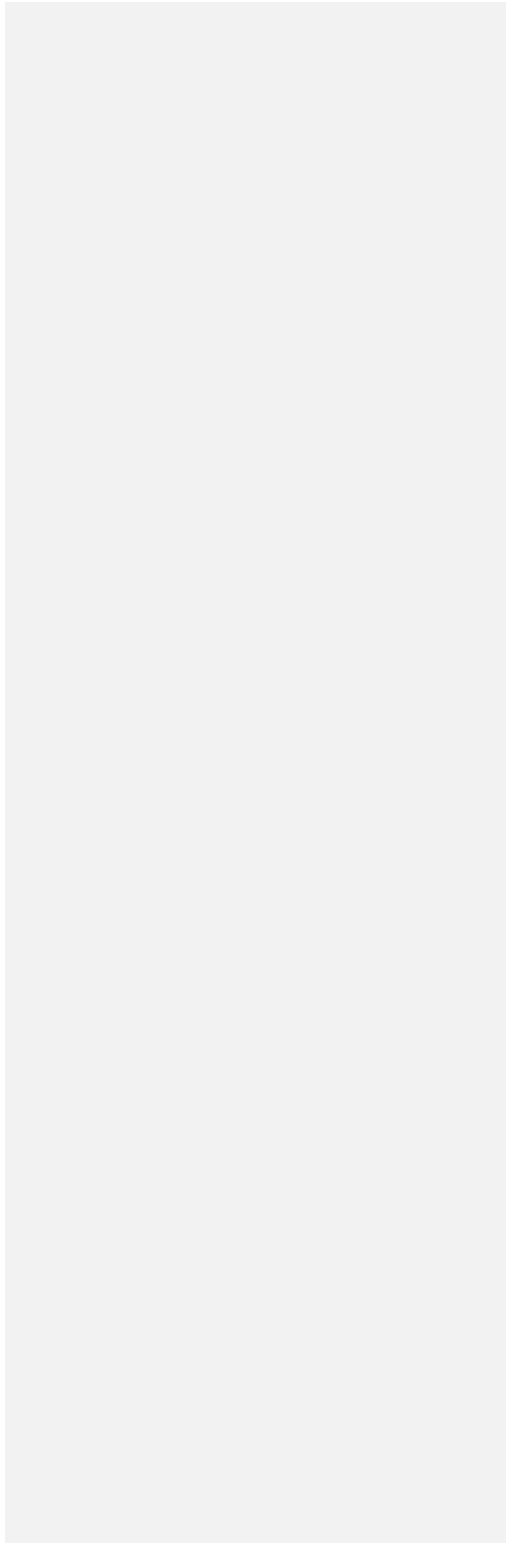
By signing below, I hereby certify, to the best of my knowledge, this Time & Effort – Semiannual Certification Form is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities.

Required Signatures

Employee's Signature Date Signed

Supervisor's Signature Date Signed

Director of Finance's Signature Date Signed



Time & Effort – Monthly Certification Form

Employee Name: _____

School Campus: _____

School Department: _____

Funded Position: _____

Fiscal Year: _____

Type of Schedule: _____ Daily: _____ Weekly: _____ Monthly: _____ Other: _____

	Source Name	% Distribution of Time
Funding Source #1:	_____	_____
Funding Source #2:	_____	_____
Funding Source #3:	_____	_____
Total Funding:	_____	_____

Certification Statements

I certify that I performed work consistent with the attached schedule(s) and as distributed in the above percentages during the certification period.

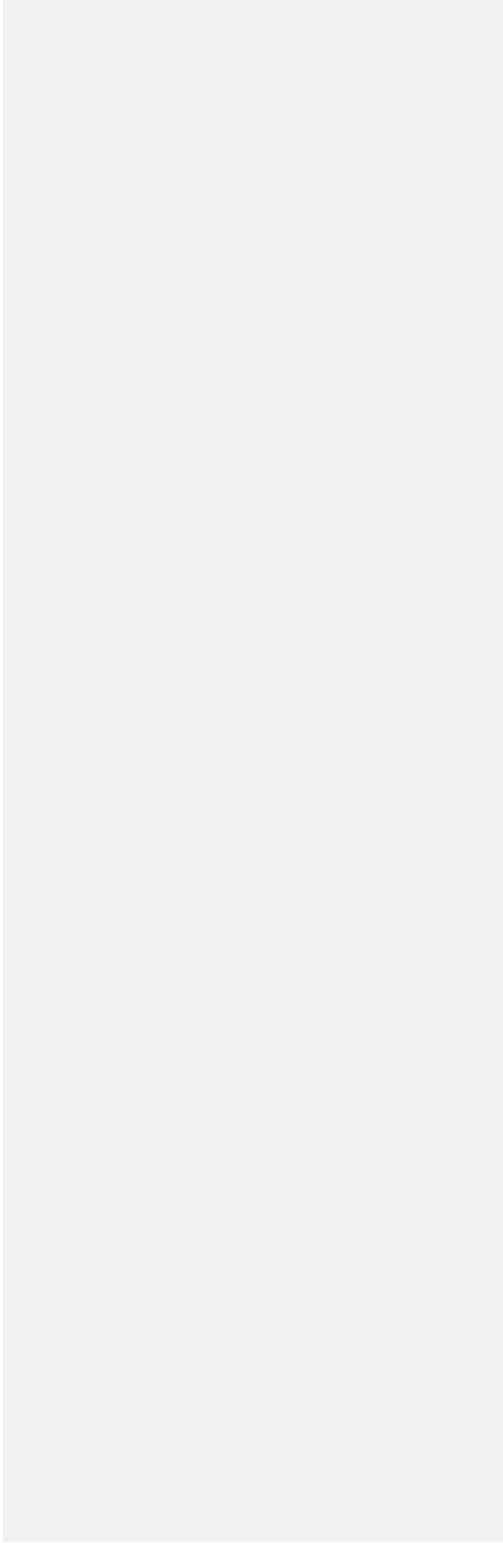
Employee's Signature Date Signed

I certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities.

Supervisor's Name Date Signed

Supervisor's Signature Title

Director of Finance Signature Date Signed



Page 26: [1] Commented [CPH19] Cameron P. Haynes 7/27/21 3:52:00 PM

Generally, there are specific conditions which employers must comply with in order to execute such searches, including:

- 1) Having reasonable grounds that the search will reveal evidence of misconduct,
- 2) That the search is necessary for a non-investigative, work-related purpose, and
- 3) The search’s scope was reasonably related to the search’s objectives and not excessively intrusive in light of the nature of the suspected misconduct.

While the School can include this language as a caution to employees, I would recommend the School exercise caution and be mindful of the above legal framework before executing a search of employee property.

Page 26: [2] Commented [CPH20] Cameron P. Haynes 7/29/21 10:32:00 AM

Generally, the School’s rights to monitor employee’s email, voicemail and other such communications must be done in the “ordinary course of business.” While having this policy in place arguably places employees on notice of such inspections and thus showing they have impliedly consented by acknowledging receipt of the handbook, the School should still keep the “ordinary course of business” standard in mind for any such inspections.

Page 26: [3] Commented [AM21] Anna Martin 7/26/21 11:12:00 AM

CAMERON: We’ve had some issues with staff thinking that LCPS owed them if they lost something after ending employment with us that they failed to remove that was personal property—we want to make sure employees are on notice about these and also about what are/aren’t reasonable expectations for privacy. If you can review and make any changes, I’d appreciate it.

Page 26: [4] Commented [CPH22R21] Cameron P. Haynes 7/27/21 3:43:00 PM

This policy looks good and I would not suggest any revisions. The only other suggestion I have would be to have employees sign some kind of acknowledgement at the end of their employment, in which they attest that they have collected all personal property from the School, have had an opportunity to collect such personal property, that nothing is remaining, etc. That way, if an employee later alleges they left something, the School would be in a better position to assert that the employee previously acknowledged they did not have any property left on campus. Please let me know if you would like assistance in drafting something along those lines.

Page 26: [5] Commented [CPH23] Cameron P. Haynes 7/29/21 10:39:00 AM

Generally, this language is fine, and I would not recommend any changes. However, please note that this handbook language alone is not likely sufficient to place employees on notice of such recordings. In addition, the School should place notices where cameras are located, notifying employees they are being recorded, if the School has not already done so.



Employee Handbook 2020-2021

Lighthouse Home Office
433 Hegenberger Road, Suites 201 & 202
Oakland, CA 94621

Lighthouse: A Lighthouse Community Public School
444 Hegenberger Road
Oakland, CA 94621

K – 8th Grade Phone: 510-562-8801
9 – 12th Grade Phone: 510-562-8225
Fax: 510-271-8803

Lodestar: A Lighthouse Community Public School
701 105th Avenue
Oakland, CA 94603

Phone: 510-775-0255

<https://lighthousecharter.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT AN ELECTRONICALLY SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR OF TALENT & HR VIA THE LCPS HUMAN RESOURCES INFORMATION SYSTEM (HRIS).

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please sign/date electronically and submit to the School through the School's HRIS, and retain this Handbook for your reference.

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INTRODUCTION TO HANDBOOK

Welcome and Our Mission

On behalf of the Board of Directors, faculty, families, and students of Lighthouse Community Public Schools (“LCPS” or “School”), we would like to welcome you to our community of learners. We believe that each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to work at the LCPS and to engage in our collaborative process of learning for all. We are excited to learn and grow with you. The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to be lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. At LCPS, we believe that an exceptional education brings out each child’s unique light and potential. Inequity our public schools severely limits the potential of our children, their families, and the future of Oakland. We are an innovative model for public education that puts each child at the center of their own learning. The Lighthouse community is equal parts love and rigor where children discover their unique light within. Lighthouse Community Public Schools is a beacon for public education and each graduate fulfills the promise of a better, brighter Oakland. This handbook is a guide for all LCPS employees as we seek to carry out our important work and achieve our mission.

Charter School Background

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The “charter” establishing each such school is a performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is five (5) years. At the end of the term, the entity granting the charter may renew the school’s charter. Charter schools are accountable to their sponsor—in our case, the Oakland Unified School District -- to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the sponsor that grants them, the parents who choose them, and the public that funds them.

Mission and History of Lighthouse Community Public Schools

The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to become lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. In order for every child to reach his or her fullest potential, we prioritize the following tenets:

- Holding every student to high expectations
- Providing a rigorous curriculum
- Serving the Whole Child

- Involving Families
- Fostering a Professional Learning Community

The vision of LCPS was borne out of the belief that every child has the right to an excellent education. This vision has inspired teachers, parents, and community members to design a school where every child is held to high expectations, is small enough so that every child is known well, where families are an integral part of the school, and where teachers are constant learners. LCPS was unanimously approved by the Oakland Unified School District in June of 2001. In 2002, LCPS opened with 92 students in grades K and 6 and has added about 90 students each year. In 2005, the K – 12 charter was amended to a K – 8 charter and a 9 – 12 charter. The 9 – 12 charter received its first renewal in 2009-2010; the K– 8 received its second renewal in 2010-2011 and its third renewal in 2015-2016. In 2008-09, the Lighthouse received a six-year accreditation from WASC and graduated its first class of seniors, with 21 of 21 with plans to attend a four-year college. In our 15th year, we opened a second site, Lodestar, which is in its fifth year of operation enabling us to further serve the East Oakland community.

General Professional Expectations

At LCPS, we consider the work we do of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, directors, volunteers, and family members, with respect and approach all situations as opportunities to learn.

Response to Inquiries

At LCPS, strong communication with students and their parents/guardians is vital to the success of our students. Therefore, teachers, staff members, and administrators will be held to the expectation that they respond to inquiries, questions, emails, phone calls, etc. to parents within forty-eight (48) hours of receiving them.

Purpose of Handbook

This Handbook is designed to help employees get acquainted with LCPS. It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. LCPS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director of Talent & HR.

Employees must sign the acknowledgment form at the beginning of this Handbook electronically, and return it to the Director of Talent & HR via the School's HRIS system. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

LCPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. LCPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. LCPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Licensure and Certification

All School teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold, consistent with applicable law. Pursuant to AB 1505, please note that the credentialing flexibility previously afforded to noncore, noncollege prep charter school teachers has been eliminated. As a result, all teachers in charter schools must hold the appropriate credential for their assignments. Please note that current charter school teachers have until July 1, 2025 to obtain their credential. However, current charter school teachers must have a Certificate of Clearance from the CTC by July 1, 2020.

Substitute teachers must possess the minimum of an active Emergency 30-Day Substitute Teaching Permit as required by law.

As a condition of initial and continuing employment, teachers must demonstrate they possess the applicable credential required for their position. Failure to do so may result in placement on an unpaid leave of absence or termination of employment.

All other staff and consultants must demonstrate the abilities necessary to effectively carry out their responsibilities but may not require a California Teaching Credential.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

LCPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School as per our Volunteer Policy will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Director of Talent & HR.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) or a negative TB test within the last sixty (60) days. As an alternative, the school/school district previously employing the employee may verify that the employee has a certificate on file showing that the employee is free from infectious TB. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will

be borne by the applicant. LCPS shall reimburse employees for the costs of subsequent TB risk assessments/examinations.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

LCPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, LCPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee’s family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver’s license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Student Interaction Policy

LCPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment & Harassment, Discrimination, or Humiliation

Corporal punishment, harassment, discrimination, or humiliation 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 property.

Harassment and discrimination include but are not limited to verbal conduct such as epithets, derogatory jokes or statements or slurs, physical conduct such as assault or unwanted touching, or any other form of inappropriate conduct towards a student on the basis of race, gender, or any of the protected classes as outlined in LCPS's Harassment & Discrimination Policy below. Humiliation includes any verbal or physical conduct which has the primary purpose or outcome of shaming or embarrassing a student, particularly when intentionally or negligently made public or brought to the knowledge of a student's peers or other staff members.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
7. Verbally redirecting unacceptable or undesirable student behavior and positively reinforcing desirable and acceptable student behaviors.
8. Using the School's system of known consequences consistently and equitably for all students and communicating privately to students to the extent possible when disciplining their behavior.
9. Maintaining a calm, respectful, and professional tone and language with students at all times.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.
4. Using racial slurs, epithets, or derogatory language directed at students when attempting to discipline their behavior or for any other reason.
5. Engaging in physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with a student's learning because of race, gender, disability, or any other protected basis.
6. Providing different and/or more severe consequences to certain students on the basis of their race, gender, disability or any other protected basis.
7. Using verbal or physical means to shame or humiliate a student in front of their peers or other staff members.

8. Using an unprofessional, disrespectful, or emotionally escalated tone or language with students when attempting to provide discipline that creates fear, emotional harm, or embarrassment.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages, letters, or other forms of social media to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone, instant messages, and other forms of social media and communication to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.

- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your supervisor and the Director of Talent & HR about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

LCPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. LCPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

LCPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Talent & HR or designee.

When LCPS receives allegations of unlawful harassment, discrimination, or retaliation, the Director of Talent & HR (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process

and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. LCPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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 because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

LCPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual

harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director of Talent. See **Appendix A** for the general “Internal Complaint Form.” See **Appendix B** for the “Harassment/Discrimination/Retaliation Complaint Form.”

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 and
 - 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 employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (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. Moreover, please note that while in most

situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate LCPS policy.

Whistleblower Policy

LCPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug-Free Workplace

LCPS is committed to providing a drug- and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other LCPS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or

distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Director of Talent & HR, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Children at Work

If there are extenuating circumstances under which an employee believes it's imperative to have his/her child at work, the employee must request permission by notifying his/her supervisor in writing (i.e., email) prior to doing so. The request should include: a.) when that will occur, b.) what the extenuating circumstances are that justify the need, c.) what the supervision plan for the child is, and d.) how this circumstance may or may not impact the employee's work. It is up to the supervisor's discretion to approve that request, based on the likelihood of the employee to execute his/her work successfully. If school is in session at this time, the child should not participate in recess with LCPS students.

For employees with children in attendance at LCPS, the employee should alert his/her supervisor of any potentially unsupervised gap in his/her child's day, and articulate a plan in writing to his/her supervisor. Common solutions may include: the child stays with the employee if it does not disrupt work, or the child waits in the dismissal area for the employee to conclude work.

Media Relations

It is our goal to give the press a clear, consistent, and up-to-date message about our school and its programs and services. Since information about our activities change often, it is easy to provide the press with information that may be inaccurate or misleading.

Please refer all calls from newspapers, magazines, or radio and television reporters to the Chief Executive Officer.

Smoking

All LCPS facilities are no smoking facilities.

THE WORKPLACE

Work Schedule

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

LCPS provides employees with meal and rest breaks according to applicable laws. All employees are encouraged to take appropriate meal and rest breaks. During meal and rest breaks, employees are relieved of all duties and should not engage in any work during those times.

Currently, employees working a shift of between five (5) and ten (10) hours on any given workday are required to take a thirty (30) minute meal break. Employees are required to take this meal break every day at the time scheduled by their supervisor or no later than the 5th hour of work. An employee working a shift of six (6) hours or less may voluntarily waive this meal period by mutual consent in writing with their supervisor, and the employee must record the waiver on his or her timesheet and submit the waiver to the Director of Talent & HR to place in his or her personnel file.

A non-exempt employee working a shift of three and one-half (3 ½) hours or more also is given a ten (10) minute paid rest break for every four (4) hours or major fraction thereof worked in a workday. Rest breaks should be taken, insofar as practicable, within the middle of each work period. A full-time non-exempt employee who works an eight (8) hour day should typically take one (1) rest break mid-morning, and one (1) rest break mid-afternoon. Employees are expected to and should make every effort to take their rest breaks. Rest break time may not be combined with meal break time. Employees who work less than three and one-half (3 ½) hours in a day are not entitled to a rest break.

LCPS compensates all non-exempt employees for their rest and meal breaks at their regular rate of pay, even though employees are not engaging in work during those times. Meal breaks do not count towards an employee's hours worked for the purposes of calculating overtime. For record-keeping purposes, employees are required to sign off on their timesheets that their meal and rest breaks were taken each day during a pay period. If, despite being encouraged and provided the opportunity to take a meal break, an employee chooses without the supervisor's permission to engage in work, the employee will be compensated at their regular rate of pay and his or her supervisor will work with him or her to revise scheduling or duties to ensure that meal breaks are taken every day that the employee works for five (5) or more hours. If, under rare and extenuating circumstances, an employee is required to work during a meal break, they will be paid for an additional hour for each day a meal break was missed.

The Director of Talent & HR should be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

LCPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

LCPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Punctuality and Attendance

Any employee who is unable to report for work on any particular day must call their direct supervisor or the main office at least one (1) hour before the start of the scheduled workday. If an employee fails to report to work without notification to their supervisor, the School may consider that employee has abandoned his/her employment and has voluntarily terminated the employment. In such cases, LCPS must provide notice to the employee of the decision, and the employee may file a complaint pursuant to the process outlined in the section below if the employee disputes the decision.

If an employee is absent for medical reasons for more than seven (7) working days, the employee must, immediately upon his or her intended day of return to work, provide the Director of Talent with a physician's statement certifying that the employee is fit to return to duty.

Arrangement for Substitutes

Once teachers know of their anticipated absence, they are required to call their Supervisor and Front Desk Administrative Assistant and then make arrangements for substitutes using designated individuals from the LCPS Substitute Pool.

Job Share Policy

A job share is defined as an arrangement where two (2) employees are employed to share the duties and responsibilities of one full-time position on an hourly, daily or weekly basis, and the salary and leave is allocated on a pro-rata basis. The position is held jointly and is conditional upon the offer of employment being offered to and accepted by both the job share partners.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of

existing employees who no longer want to work full-time, and enable staff to retain career development opportunities while working fewer hours.

Job Share Arrangements

- a. A job share is where two (2) employees voluntarily share the duties and responsibilities of one (1) full-time position, dividing the hours between them. The full-time salary, benefits, and holiday/leave time are allocated on a pro-rata basis to each of the job sharers. Pro-rata share benefits will be made available to job-share employees if they work a minimum of 0.5FTE (note: this is an exception to the general personnel policy that states employees must work 0.6FTE to qualify for benefits, contingent on the fact that the position as a whole exceeds the 0.6 FTE threshold). Job-share employees will be expected to pay for their share of their benefits.

Guidance on job share arrangements can be sought from the Director of Talent & HR when a position becomes vacant, or when a request to job share is received from an existing full-time employee.

All full-time positions may be open to job sharing. Part-time and/or hourly positions are ineligible for job sharing. However, LCPS, in the accordance with managerial interests, reserves the right to ensure that operational needs will not be adversely affected and shall not be obligated to approve all job-share proposals. Nevertheless, agreement to a job sharing arrangement should not be unreasonably withheld.

- b. The way in which the actual hours of a job share position are divided between the job share partners should be decided by the manager/supervisor in consultation with the job share partners, taking into account the following:
 - i. the needs of the school,
 - ii. any limitations on accommodation, equipment etc.,
 - iii. the desirability of building in a handover period or liaison time (the total hours worked by the job share partners should not exceed the normal full-time hours of the post),
 - iv. communication: between the job share partners, between the job share partners and their manager(s), between the job share partners and their colleagues and between the job share partners and their students or case, the need to ensure consistency of approach.
- c. The overall duties and responsibilities of the whole position will be shared between the job share partners. The exact agreed upon working arrangements of the job share partners will be decided by the manager, in collaboration with the job sharers.

Recruitment and Selection

When recruiting for a position, the School shall adhere to the normal approach of selecting the

candidate (or job share partners) whose skills profile is the closest match to job requirements.

When a joint resume is received from job share partners, it must be assessed in the same manner as applications from other candidates. The normal practice will be to interview and test the job share partners separately in order to assess each one in light of the job requirements. It may also be appropriate to interview the job share candidates together in order to discuss their joint application. An offer made to job share partners is dependent upon both partners accepting the offer of employment.

Current Full-Time Employees

There may be occasions when a current full-time employee wishes to reduce his/her hours of work by sharing his/her position. Such applications to convert a full-time position to a job share position will be carefully considered. Examples of possible circumstances are employees returning from maternity, paternity or adoptive leave, employees having to care for elderly relatives, employees who may, due to a disability, now wish to work on a part-time basis, or employees who may wish to spend more time on leisure interests.

Implementation of Job Share Arrangements

Hours of work

The way in which the full-time hours are divided between the job share partners will be at the discretion of the manager to ensure that operational needs of the School are met. However, examples of how the working week can be divided are as follows:

- Half or split days, i.e. one partner working in the morning and the other partner working in the afternoon.
- Half or split weeks i.e. One partner working the first 2.5 days (Monday to Wednesday morning) and the other partner working the remaining 2.5 days (Wednesday afternoon to Friday) or overlapping when necessary
- Two days one week and three days the next i.e. with the job sharers alternating to work the extra day.
- Alternate weeks i.e. job share partners each work one week on, one week off. This normally is on a Wednesday PM to Wednesday AM basis.

This is not an exhaustive list but merely outlines a few examples. Ideally, the job share partners should work half-time. Sometimes it may be convenient to split the hours on an unequal basis i.e. one partner working two days and the other partner working three days per week. There may be a scenario in which one person is receiving medical/dental benefits and the other is not, depending on the scenario and time allotted to each person.

Terms and Conditions of Job Share Positions

A position is offered jointly to the job share partners. The offer to one candidate of the job share

partnership is conditional upon the other candidate of the job share partnership accepting it. Job share agreements are in place from one academic or fiscal year to the next and must be re-agreed upon by both parties, with supervisor and Director of Talent & HR approval each year.

Resignation and/or Termination of Job Share

If one job share partner leaves by choice or is terminated due to lack of satisfactory job performance and the remaining job share partner does not want to work full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required;
- b. the vacant half of the job share position should be advertised;
- c. the remaining job share partner should use any available contacts to assist in finding a partner;
- d. if a suitable job partner cannot be found, an organization-wide search for alternative work should be implemented for the remaining job share partner; and
- e. if all the above has been carried out and it is still not possible to either find a replacement job share partner or find the remaining job share partner a suitable alternative position, the remaining partner may be released from employment.

If one job share partner wants to return to full-time and the other wants to remain part-time, or both job share partners want to return to full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required; and
- b. if only one full-time job is available, the supervisor will re-interview both employees and make an offer for one position to one employee based upon job performance, qualifications, experience, etc. Prior full-time status will not guarantee a right to return to full-time.

Conclusion

It is the goal of the LCPS job share policy to serve employees in their needs while not compromising student achievement. The job share arrangement may be terminated at any time should the supervising director believe the job share arrangement is having a detrimental effect on students, achievement of the job's duties, and/or achievement of the School's mission.

Flex-Time Policy

Flex-time is a work schedule which allows employees to work hours that are not within the standard 8:00 AM to 5:00 PM range, while maintaining a high level of service and ability to accomplish the job's duties.

Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time or who may want to work full time but with an alternative schedule, and enable staff to retain career development opportunities.

Eligibility

Eligibility for flex-time scheduling will be at the supervisor's discretion. Because our mission and school goals rely on consistent adult presence, the more contact an employee has with students, the more restrictive the schedule is. As a result, it may be difficult for a teacher or employee with a consistent caseload of students to obtain a flex-time schedule.

An employee must formally request a flex-time schedule from their direct supervisor in writing. Supervisors will have to carefully examine the flex-time schedules which the employee requests, so that they can coordinate work schedules which ensure ample employee coverage during peak hours.

Managing Flex-Time

It is the responsibility of the supervisor to verify and ensure performance of employees with flex-time schedules. Flex-time schedules will need to be made transparent to other employees, so that all employees stay aware of who is covering that individual's duties, if applicable. Positive, effective, and clear relationships among all employees involved are important for a successful flex-time policy. Flex-time is a privilege, not a right, and, if abused or in any way adverse to the School's interests, can be taken away at the discretion of the supervisor.

Flex-Time Options

At LCPS, there are a few types of flex schedules from which to choose: Peak-Hour Flex-Time, Compressed Work Week, and Reduced-Time options. It must be emphasized that because LCPS is a school that requires most employees to be face-to-face with students on a daily basis, flex-time options will be weighed with care for both the employee and the students that we serve. Once an employee signs up for a particular flex-time option, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed. All flex-time work options need to be approved by the direct supervisor and the Director of Talent & HR. In the case of the CEO desiring a flex-time option, Board approval is required.

Peak-Hour Flex-Time: This flex-time schedule shifts daily work hours while still working an eight (8) hour day. For instance, instead of the normal 8am-5pm work day, an employee could work from 7am-4pm, 7:30am-4:30pm, 9:00am-6:00pm, etc. Working any arrangement of hours within an eight (8) hour day constitutes a valid workday. It is important to remember that the level of service must be maintained during peak work hours which will be specific for each job. Therefore, supervisors will need to coordinate the schedules of all flex-time participants to ensure ample coverage during these hours and duties.

Compressed Work Week: To maintain this flex-time arrangement, an employee works their full work week in less than five (5) days. For instance, an employee may work four (4) 10-hour days, or on a two-week rotating basis; one (1) week, an employee works a regular 8am-5pm, five (5) day week and the next they work a compressed schedule, which is four (4), 9-hour days and one (1) 4-hour day. It is important to remember that this option is available only to employees who do not have a direct case load/classroom/crew of students that they see on a daily basis. Supervisor discretion will be required to determine if a compressed work week is allowable for a position. In all cases for non-exempt employees, LCPS shall comply with overtime laws as applicable.

Reduced-Time Options – These options permit employees to work part-time while juggling other responsibilities, such as caregiving. Reduced-time options include:

- **Part-time work opportunities.** Part-time workers should receive proportionate wages and benefits compared with full-time workers. Similarly, part-time workers should receive proportionate credit for relevant experience needed to qualify for promotions, training programs, or other employment opportunities.
- **Job sharing.** Job sharing programs permit two employees to share one full-time position. In general, employees participating in job sharing programs receive a proportionate share of the salary and benefits. (See complete Job Share policy herein for more information.)

Trial Period

Upon granting a flex-time arrangement to an employee, the supervisor will revisit how the work arrangement is working after three (3) months. If job performance is not compromised, the flex time agreement may remain in place. If job performance is being compromised due to flex time, a plan to change the arrangement will be made and executed.

Time Cards/Records

By law, LCPS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School’s time clock system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time clock indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information in their time clock system and remembering to record time worked. If an employee forgets to scan in or makes an error, the employee must contact their supervisor to make the correction and such correction must be initialed by both the employee and the Director of Talent & HR or their designee.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked under another's time clock system. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

LCPS will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal files or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. LCPS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications as such communications may be discoverable as public records. School-related communications should only take place using School-issued devices and via the employee's LCPS email account.

Phone Policy

LCPS supports communication for professional purposes through one of multiple means:

- Primary usage is conducted via landline phones. Teachers and Administrators can utilize the phone that is stationed in their workspace for professional needs.
- In some instances, specifically, when an employee does not have access to a landline but is required to use a phone for professional reasons, LCPS uses mobile phones via the RingCentral platform. This allows employees to utilize their personal mobile phones, without any association to their personal number or personal phone plan.

Personal Business

LCPS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet or social media (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance and Conduct

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of LCPS in the eyes of the public, each employee must report to work properly groomed, wearing appropriate clothing and maintaining a professional appearance that sets a good example for LCPS students.

Health and Safety Policy

LCPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and the guidance specified in the LCPS Illness Injury and Prevention Plan and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of

Talent & HR and their supervisor any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

First-Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, administrators, aides) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. Failure to meet this requirement will result in withholding of the employee's paycheck until the obligation is met.

Security Protocols

LCPS has developed guidelines to help maintain a secure school site. Be aware of unknown persons loitering in parking areas, walkways, entrances, and exits and service areas of the school. Report any suspicious persons or activities to office staff. Employee desk, classroom, or office should be secured at the end of each day. When an employee is called away from his or her work area or classroom for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. **Employees should immediately notify a school administrator when keys are missing or if security access, codes or passes have been breached.**

Guests and Visitors

All guests and visitors must report to the main office to sign in and receive a guest pass to enter any LCPS facility.

Emergency Plans and Disaster Service Worker Responsibilities

Appropriate fire exit and earthquake preparedness drills will be administered at least two (2) times per year. California Government Code Section 3101 states that all school employees are considered disaster service workers when a local, state, or federal disaster declaration has been made. During a declared disaster, school employees are required by law, to serve as disaster service workers and cannot leave their school site until formally released up to seventy-two (72) hours. During an emergency, teachers must always have a roster of students under their direct supervision.

Occupational Safety

LCPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to

perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. LCPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises to both their supervisor and the Director of Talent & HR so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Faculty and Staff Compensation

When appropriate for positions that are staffed by a multitude of individuals (i.e., teachers), the Director of Talent & HR shall propose a salary schedule in accordance with the terms of the Charter and will present it for approval to the Board of Directors. Individual faculty and staff salaries will be determined each year according to LCPS Salary Schedules. For unique positions, salaries will be determined based on the nature of the role and experience and qualifications of the individual.

Payroll Withholdings

As required by law, LCPS shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Finance to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director of Finance. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director of Finance and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. LCPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the immediate supervisor with approval by the Director of Talent & HR or Director of Finance. LCPS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee’s regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled on the 15th and the last day of each month. If a payday falls on a weekend or holiday, then payroll will be processed on the last business day prior to that weekend. If an employee has any payroll questions or observes any error in his or her check, it should be reported immediately to the Staff Accountant.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director of Finance will discuss the situation with the employee.

State Disability Insurance

LCPS employees contribute a percentage of their salary toward State Disability Insurance (SDI). The SDI Program provides temporary benefit payments to workers for non-work-related-disabilities.

Within SDI are two (2) benefit programs: Disability Insurance (DI) and Paid Family Leave

(PFL). DI benefits are paid to eligible California workers experiencing a loss of wages when they are unable to perform their regular or customary work due to a non-work-related illness or injury, pregnancy or childbirth. PFL benefits are paid to individuals unable to work because they need to care for a seriously ill family member or bond with a new minor child.

The first seven (7) days of a claim is a waiting period for DI which no benefits are payable. There is no waiting period for PFL claims. Benefits begin with the eighth (8th) day of disability. Employees cannot receive DI and Unemployment Insurance (UI) or Paid Family Leave (PFL) benefits for the same period. DI is payable for a maximum of fifty-two (52) weeks. PFL is payable for a maximum of eight (8) weeks.

LCPS does not determine SDI eligibility. Please contact the Employment Development Department for more information regarding SDI as needed: www.edd.ca.gov.

Faculty and Staff Benefits

LCPS will attempt to provide health, dental, and vision insurance coverage for current staff that is reasonably comparable with coverage provided by the sponsoring district to its employees, provided such coverage is commercially or otherwise available at reasonable cost. LCPS will pay 100% of the cost of such coverage for full-time employees working at least thirty (30) hours per week in accordance with applicable law. LCPS will pay 75% of the cost of such coverage for part-time employees working at least 60% or twenty-four (24) hours per week. No staff member will receive paid health benefits beyond their separation from employment.

LCPS will cover children/dependents at 50% for full-time, regular employees who work at least thirty (30) hours per week, and at 37.5% for part-time employees working at least 60% or twenty-four hours per week. LCPS does not currently pay for spouse or domestic partner benefits. If an employee wishes to have their spouse or domestic partner covered for Medical (currently through Kaiser Permanente) or Dental (currently through Principal), a deduction equivalent to the spouse's/domestic partner's cost will be withdrawn from the employee's pay post-taxes.

Medical Plan

Eligibility

Employees are eligible for medical coverage as stated above. Medical benefits are currently provided under Kaiser Permanente which includes medical and vision coverage. This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Medical coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Full-time, regular employees are not required to contribute toward the payment of their individual medical benefits. A part-time employee will pay a portion of their benefits each month, in line with information stated above. Additionally, the cost associated with dependent or spouse/domestic partner coverage is subject to change, and is available from the Director of Talent & HR.

Dental Plan

Eligibility

Employees are eligible for dental coverage, as stated above. LCPS currently offers Dental Coverage through Principal Insurance.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Dental coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Supplemental Vision Plan

Eligibility

Employees are eligible for supplemental vision coverage, as stated above. LCPS currently offers Supplemental Vision Coverage through Ameritas Financial Group.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

When Coverage Starts

Supplemental vision coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated school enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR.

These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Because LCPS provides basic vision coverage under its medical plan, the full cost of supplemental vision coverage for the employee, any dependents, and/or spouse/domestic partner must be paid by the employee.

Flexible Spending Account (FSA) Plan

LCPS administers a Flexible Spending Account Plan for Medical and Dependent Care and Parking and Transit. All employees are eligible to enroll in LCPS' pre-tax Flexible Spending Account Plans regardless of if they meet the eligibility thresholds for other health and welfare benefits as defined above. LCPS currently offers Medical and Dependent Care and Parking and Transit FSA through Basic Pacific. Employees are allowed to contribute up to the current annual pre-tax limits for medical and dependent care FSA plans.

The FSA plan begins on the first day of enrollment once eligible. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

Health Savings Account (HSA) Plan

LCPS administers a Health Savings Account Plan for employees who enroll in our High Deductible Health Plan (HDHP) medical plan option. Employees are eligible to enroll in LCPS' pre-tax HAS plan if they meet eligibility thresholds for health benefits as defined above and elect the HDHP plan option. LCPS currently offers HSA through Basic Pacific. LCPS provides a yearly employer contribution of \$750 per individual employee and \$1500 per employee plus dependents enrolled in the HDHP plan option as of September 1. This contribution is deposited into each employee's HSA in two installments over the year: July 1 and January 1. An employee who terminates employment before the end of the year will forfeit any future contribution not yet deposited and any employee who starts employment after January 1st forfeits the right to the first contribution in the plan year. All deposits into the HSA become the express funds of the employee, roll over each year, and are transferrable to another HSA account upon termination of employment. Employees are allowed to contribute up to the current annual pre-tax limits for HSA plans less the employer contribution.

The HSA plan begins on the first day of enrollment once eligible and once enrolled in the HDHP health plan. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

Retirement Plan

LCPS administers a defined contribution plan called the LCPS Retirement Plan. LCPS will annually contribute 8.00% of employee salaries to their individual retirement plans. All eligible

staff will contribute an additional 8.00% of their salary, which will be automatically deducted. LCPS contributions vest 20% with each full year of employment and employees become 100% vested after five years of service.

Due to the nature of this plan, LCPS employees do not contribute to social security and are not eligible for social security benefits connected to their employment at Lighthouse.

403(b) Plan

In addition to its defined retirement contribution plan, LCPS administers a voluntary 403(b) plan called the Lighthouse Community Public Schools 403(b) Plan. Any employee shall be eligible to make contributions under the plan as long as she or he remains employed at the School. An employee may elect to reduce taxable compensation by filing a compensation reduction agreement with the Plan Administrator and the Director of Talent & HR. Employees may contribute up to the Maximum Permissible Amount each year as defined by law (currently \$19,000 for 2019 with a catch up limit of \$6,000 for employees older than 50 years of age).

COBRA Benefits

When coverage under the School's medical, dental, and/or supplemental vision plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage, the employee contribution, and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or

- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

LCPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. LCPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- LCPS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Tuition Assistance

LCPS offers tuition assistance to employees to engage in credentialing or continued education related to their role and responsibilities or in support of professional growth. Tuition assistance is approved on a case-by-case basis. The amount and portion of assistance paid by LCPS is dependent on the program and the employee's role. This may, but is not required to include, some or all portion of tuition and some or no supplementary costs. Any such training is a voluntary effort for which no wages will be paid. In some cases, the School will cover the full cost of tuition if such program is required for employment eligibility after the employee has been hired (e.g. induction for new teachers or administrators to attain their clear credential). To be eligible, the employee must make a request to their supervisor, the Director of Talent & HR, and the Director of Finance. The employee will be required to enter into a Tuition Assistance Agreement (Agreement).

Depending on the length and cost of the program, tuition assistance may be dependent on continued employment with LCPS, after conclusion of the program, for an additional amount of time specified within the Agreement. If for any reason the employee voluntarily leaves LCPS, or

is released from at-will employment or terminated for good cause before that time, he or she agrees upon termination to repay the amount of the program cost subsidized by LCPS on a prorated basis of months completed from the beginning of the training to his or her release/termination date.

If the employee is obligated to refund tuition reimbursement under the terms of the Agreement, the employee must authorize the School in writing to withhold any amount due under the Agreement from the employee's final paycheck from the Employer. After any such deduction, any remaining balance owed to the Employer shall continue to be an obligation of the employee to LCPS and must be repaid within ten (10) business days of the date of termination.

A tuition agreement does not constitute an employment agreement, or any express or implied promise of continued employment. The employment relationship remains at-will, meaning that either the employee or LCPS have the right to terminate employment at any time, with or without advance notice or cause.

PERSONNEL EVALUATION AND RECORD KEEPING

Evaluation of Teachers and Staff

Formal and Informal Observations

The Management Team, using both formal and informal observations, will observe employees on an ongoing basis. Informal observations can occur during any time and may include a post-observation conference. Results of formal and informal observations, consisting of the employee's and his/her supervisor's observations and recommendations, may be put in writing and included within the employee's personnel file. Nothing in this section limits a member of the Management Team from conducting other observations of an informal or unannounced nature.

Evaluations of non-teaching staff will be conducted using formal and informal techniques, which may include check-ins, self-evaluations, and peer observations.

The Board of Directors evaluates the Chief Executive Officer on an annual basis. Portfolios of work and evidence are assembled and evaluated and the Board interviews members of the different school constituencies to assess the performance of the Chief Executive Officer.

Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one (1) week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the HR team advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. LCPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources team. Only the Director of Talent & HR or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an

arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS AND LEAVES

Holidays

See School Calendar for paid holidays.

Sick Leave

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If an employee has no spouse or domestic partner, the employee can designate one (1) person in lieu of spouse/domestic partner (within the first ten [10] days of each year). The designation can be only of one (1) person, annually. An employee may also take up to twenty-four (24) hours of their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Hourly employees working at least two (2) hours per week are entitled to accrue one (1) hour of paid sick leave for every thirty (30) hours worked (which includes overtime hours worked by non-exempt employees).

Salaried full-time employees accrue fifty-six (56) hours of sick time each year if working an 11-month schedule and accrue sixty-four (64) hours of sick time each year if working a 12-month schedule. Salaried exempt employees working on a part-time basis shall accrue sick time on a pro rata or proportional basis to the proportion of hours worked each week compared to the full-time equivalent. For example, an 11-month part-time exempt employee working 20 hours per week (or 50% full-time equivalent) shall accrue 50% of the fifty-six (56) hours totaling twenty-eight (28) hours.

Accrued sick time is subject to a cap based on the table below. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap.

Employee Type	Accrual Rules	Accrued Sick Time Cap
Hourly	1 hour of paid sick leave for every 30 hours worked	72 hours
Salaried 11-month	56 hours per year (pro-rated for part-time employees)	80 hours
Salaried 12-month	64 hours per year (pro-rated for part-time employees)	88 hours

New employees shall not be permitted to utilize paid sick leave until they have completed ninety (90) days of employment at LCPS, absent prior supervisor approval. Sick leave must be taken by employees in increments of one (1) hour.

Sick leave may only be used for the purposes specified in this policy. Accordingly, LCPS retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability, especially for absences exceeding three (3) consecutive days. Pay for sick leave may be withheld if a satisfactory verification is not timely received.

Employees are not allowed to draw against unearned/unaccrued sick leave. LCPS does not pay employees upon separation of employment for unused sick leave.

All employees shall inform their supervisor, as well as the appropriate personnel per School guidelines, of an anticipated absence as soon as possible if a substitute is needed, and such leave (other than for unexpected circumstances) must be pre-approved by the supervisor. The Director of Talent & HR may require an employee to verify the claimed reason for any absence.

Personal Necessity Leave

Employees may use a portion of their sick leave for personal necessity annually as follows: regular full-time employees may use up to three (3) days; and all other employees may use up to one (1) day of sick leave for personal necessity leave annually. Uses of personal necessity leave may include, but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave); an accident involving the employee's person or property, or the person or property of an immediate family member; adoption of a child; the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours; attendance at conferences not otherwise approved by the employee's supervisor; personal legal matters; religious observances; and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least two (2) weeks in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above.

Paid Time Off

For 12-month salaried employees, LCPS provides ten (10) days or eighty (80) hours of paid time off (PTO). PTO accrues each pay period and is accessible by the employee after that time. 12-month salaried employees who are at less than 100% full-time status are eligible for PTO at a pro-rated amount of hours corresponding to the percentage of their FTE (e.g. an employee working twenty [20] hours per week or 50% time would accrue five [5] days or forty [40] hours of PTO after a year of service). Employees are generally encouraged to take this time during the summer unless their position is such that taking time off in the summer is not advisable, or would interfere with LCPS operations. As such, employees may take these days at any point during the year with supervisor pre-approval. Employees must request to use PTO at least two (2) weeks in advance. Unused PTO carries over from year to year up to a cap of one and one-half (1 ½) times the annual accrual (totaling fifteen [15] days). Once the cap is reached no further PTO time will accrue until some is used. Unused PTO is paid out upon separation from employment.

Unpaid Leave of Absence

LCPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid

leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act leave, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee’s medical, and dental benefits will remain in force provided the employee pays the appropriate premiums as before they went on leave. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO, provided that the PTO was earned prior to the commencement of leave. No PTO is accrued during any type of unpaid leave of absence. If any employee fails to return from leave and is subsequently terminated, the employee will be liable for any medical and dental premiums paid on their behalf by LCPS as outlined below

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
4. 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as PTO or sick leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
 4. The receipt of sick leave or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick leave accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

LCPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director of Talent & HR. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
 1. LCPS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
 2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
 - Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, sick leave, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. PTO and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

LCPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. LCPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
 - Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.

- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with LCPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

LCPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director of Talent & HR;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Director of Talent & HR; and
- Provide the School with a certification from a health care provider regarding the need for workers’ compensation disability leave as well as the employee’s eventual ability to return to work from the leave.

It is the School’s policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. LCPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School’s operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the supervisor and to the Director of Talent & HR and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.
- Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

LCPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, LCPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

LCPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Employees who have worked for more than six (6) months are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued PTO or other forms of accrued leave including religious observance leave and the use of up to three (3) days of personal necessity leave for bereavement.

Religious Observance Leave

Employees who have worked for more than ninety (90) days are entitled to up to two (2) days of leave without loss of pay for religious observances falling outside those holidays and religious observances occurring when school is not in session (such as holidays, weekends, or breaks when the school is not operating). Employees must request religious observance leave at least two (2) weeks in advance. Religious observance leave does not carry over from year to year, and is not paid out upon separation from employment. If an employee requires more than two (2) days off for religious observance, the employee may request additional unpaid leave or request the opportunity to use one or more days of accrued sick time for personal necessity leave as stated above.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director of Talent & HR at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, LCPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of LCPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g. PTO or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to sixty (60) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

LCPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide LCPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide LCPS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, LCPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Director of Talent & HR.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of Talent & HR thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of Talent & HR.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

- operations.
- 23. Refusal to speak to supervisors or other employees.
- 24. Dishonesty.
- 25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School’s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School’s legitimate business interests or the employee’s ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee’s work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee’s position with our School.
- Additional employment that impairs or has a detrimental effect on the employee’s work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School’s property during the employer’s working hours or using our School’s facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. LCPS shall not provide workers’ compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the

School, employees should notify the Director of Talent & HR regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused PTO (applies to 12-month employees who work a 220 day schedule only). If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Director of Talent & HR or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director of Talent & HR or designee:

1. The complainant will bring the matter to the attention of the Director of Talent & HR as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director of Talent & HR or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Director of Talent & HR, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Director of Finance or Board President (if the complaint concerns the Director of

Finance) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Director of Finance (or designee) shall abide by the following process:

1. The Director of Finance or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Director of Finance (or designee) finds that a complaint against an employee is valid, the Director of Finance (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director of Finance (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director of Finance's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Director of Finance) or the Director of Finance or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

LCPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

INTERNAL 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 the School 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 providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

APPENDIX B

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination or harassment.

If you are an employee of the School, you may file this form with the Director of Talent & HR, Chief Executive Officer, Director of Finance or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

LCPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else: _____

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 acknowledge that I have read and that I understand the above statements. I hereby authorize the School 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.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

Cover Sheet

LCPS Declaration of Need - Lodestar K-10

Section:	V. Discussion and Approval Items: Policies for the 2021-22
School Year	
Item:	L. LCPS Declaration of Need - Lodestar K-10
Purpose:	Vote
Submitted by:	
Related Material:	CL500.DecofNeed.Lodestar.21-22.pdf



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Lodestar: A Lighthouse Community Charte District CDS Code: 612590134015

Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/03/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Richard Harrison</u>	_____	<u>Chief Executive Officer</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>

<u>N/A</u>	<u>(303) 472-6124</u>	<u>08/03/2021</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

433 Hegenberger Road, Suite 201, Oakland, CA 94621
Mailing Address

rich.harrison@lighthousecharter.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
------	-----------	-------

Fax Number	Telephone Number	Date
------------	------------------	------

Mailing Address

EMail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10 _____
Bilingual Authorization (applicant already holds teaching credential)	0 _____
List target language(s) for bilingual authorization:	
Resource Specialist	0 _____
Teacher Librarian Services	0 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	0
TOTAL	0

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We are too small to establish and in-house program

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 6

If yes, list each college or university with which you participate in an internship program.

Reach Institute for School Leadership, Alliant University, National University

If no, explain why you do not participate in an internship program.

N/A

Cover Sheet

LCPS Declaration of Need - Lighthouse K-8

Section:	V. Discussion and Approval Items: Policies for the 2021-22
School Year	
Item:	M. LCPS Declaration of Need - Lighthouse K-8
Purpose:	Vote
Submitted by:	
Related Material:	CL500.DecofNeed.LCCS.21-22.pdf



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Lighthouse Community Charter School District CDS Code: 612590130633

Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/03/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Richard Harrison</u>	_____	<u>Chief Executive Officer</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>

<u>N/A</u>	<u>(303) 472-6124</u>	<u>08/03/2021</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

433 Hegenberger Road, Suite 201, Oakland, CA 94621
Mailing Address

rich.harrison@lighthousecharter.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	9 _____
Bilingual Authorization (applicant already holds teaching credential)	0 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	0 _____
Teacher Librarian Services	0 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	2
Special Education	0
TOTAL	2

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Foundational Level Science	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We are too small to establish and in-house program

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

Reach Institute for School Leadership, Alliant University, National University

If no, explain why you do not participate in an internship program.

N/A

Cover Sheet

Declaration of Need- Lighthouse Charter School (9-12)

Section:	V. Discussion and Approval Items: Policies for the 2021-22
School Year	
Item:	N. Declaration of Need- Lighthouse Charter School (9-12)
Purpose:	Vote
Submitted by:	
Related Material:	CL500.DecofNeed.LCCHS.21-22.pdf



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Lighthouse Community Charter High District CDS Code: 612590108944

Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/03/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Richard Harrison</u>	_____	<u>Chief Executive Officer</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>

<u>N/A</u>	<u>(303) 472-6124</u>	<u>08/03/2021</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

433 Hegenberger Road, Suite 201, Oakland, CA 94621
Mailing Address

rich.harrison@lighthousecharter.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
-------------	------------------	--------------

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
-------------------	-------------------------	-------------

Mailing Address

E-Mail Address

- ▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	4
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	0
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	0
TOTAL	0

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We are too small to establish and in-house program

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.

Reach Institute for School Leadership, Alliant University, National University

If no, explain why you do not participate in an internship program.

N/A

Cover Sheet

Contract Approval: LCPS and HMH (English 3D for HS Designated ELD)

Section: V. Discussion and Approval Items: Policies for the 2021-22
School Year
Item: O. Contract Approval: LCPS and HMH (English 3D for HS Designated ELD)
Purpose: Vote
Submitted by:
Related Material:
Lodestar Lighthouse Cmty Charter English 3D - 5 year _ 7.21.21 (1).pdf



Investment Summary
Prepared For

Lodestar Lighthouse Cmty Chart

701 105th Ave, Oakland, CA 94603

Attention:
Robbie Torney
robbie.torney@lighthousecharter.org

For the Purchase of:
English 3D 5YR

Prepared By
Hasia Babicz
hasia.babicz@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDERS.

Attention:
Robbie Torney
robbie.torney@lighthousecharter.org

Intervention Solutions Group
255 38th Street, Suite L
St. Charles, IL 60174
FAX: 877-287-8199

HMH Confidential and Proprietary

InterventionSolutionsOrders@hnhco.com



Accelerate Academic Language Development

Part 1: California *English 3D* Program Overview

English 3D is tailored toward the needs of academic language learners, including long-term English learners. The program is designed to progress students through the California English Language Development Proficiency Levels to the Bridging level. Resources throughout English 3D are differentiated for students in the Expanding and Bridging levels so that teachers can meet the students’ specific needs and help them progress to full engagement in grade-level texts and tasks. The author of English 3D, Dr. Kate Kinsella, shares California’s belief that “English learners at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language as long as they are provided appropriate linguistic support” (California Department of Education, 2012). As such, the program supports teachers in meeting the three parts of the California ELD standards: Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills.

Part 2: Comprehensive Program Materials

California *English 3D* is organized by Courses to meet the needs of students in Grades 4–12. Each Course, Course A for Grades 4–5 and Course B for Grades 6–8, and Course C for high school. Courses A & B are available in two volumes: Volume 1 and Volume 2. Course C has one Volume. Courses A, B, and C have content up to two years that schools can use flexibly depending on the number of multilingual learners, their proficiency levels, and of course, school schedules. The materials are intentionally not labeled with grade levels to allow for this flexibility.

English 3D Courses by Grade Level

<i>English 3D</i> Course	# Units	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
Course A, Vol 1	6	✓	✓							
Course A, Vol 2	6	✓	✓	✓						
Course B, Vol 1	6			✓	✓	✓				
Course B, Vol 2	6			✓	✓	✓	✓			
Course C	8						✓	✓	✓	✓

Course A has two volumes with six units each.

- Schools can use Course A Vol 1 for 4th grade and Course A Vol 2 for 5th grade.
- Or based on the number of students and the schedule, schools may choose to have a mixed class of 4th and 5th grade students in Course A Vol 1 one year and Course A Vol 2 the next year.



Attention:
 Robbie Torney
 robbie.torney@lighthousecharter.org

Intervention Solutions Group
 255 38th Street, Suite L
 St. Charles, IL 60174
 FAX: 877-287-8199
 InterventionSolutionsOrders@hmc.co

HMH Confidential and Proprietary

Course B is the middle school course. It also has two volumes with six units each.

- Schools could use Course B Vol 1 for Grade 7 and Course B Vol 2 for Grade 8
- OR they might have a mix of middle school students across grade levels in Course B Vol 1 who then take Course B Vol 2 the following year.

Course C is one volume with eight units.

- Districts tend to use Course C over two years in high school, teaching 4 units one year and 4 units the next year.
- The Language Launch is 3 units that can be used at any of these grade levels
- Can go with any of the courses or it can stand alone

Note Red checkmarks:

- We sometimes sell Course A Vol 2 for Grade 6 to allow for three full years of content in middle school or in state adoptions to meet requirements.
- Some districts choose to use Course B Vol 2 in Grade 9 based on students' needs or
- when they want additional content for high school.

One *English 3D* lesson takes approximately two 45–60-minute class sessions depending on students' needs. The number of lessons in an *English 3D* Issue, or unit of instruction, includes 9 to 19 lessons depending on the course and time of year. One *English 3D* Issue takes approximately four to eight weeks to complete depending on the number of lessons in the Issue, students' needs, and the class schedule.

TEACHER MATERIALS - OFFERED IN BOTH INTERACTIVE DIGITAL AND PRINT

Teaching Guide

The English 3D Teaching Guide is a comprehensive instructional guide comprised of routines, instruction, assessment, and differentiation. There is a Teaching Guide for each volume and for the Language Launch.

Printable Resources

Resources including foundational skills lessons, grammar and conventions practice, interview assignments, and extended reading.

Distance Learning Guide

Guidance on implementing *English 3D* in remote or hybrid learning environments using digital content, resources, and tools.

Priority Standards Resources

Recommended priority units and pacing, suggestions for independent vs. teacher-guided instruction, and priority standards addressed in each lesson.

STUDENT MATERIALS – OFFERED IN BOTH INTERACTIVE DIGITAL AND PRINT

Issues Texts

Informational and literary texts based on high-interest, relevant issues. The print Issues book is hardcover and not consumable.

***English 3D* and Language Launch Language and Writing Portfolio**

Student book where students record their responses to daily academic language tasks. The print versions for these books are consumable.

Independent Reading Library– For Course A & B

Each English 3D library consists of four copies each of 20 high-interest, relevant, and engaging titles that span a wide variety of genres, text types, levels, and topics. A poster pack is also included.



Attention:
Robbie Torney
robbie.torney@lighthousecharter.org

HMH Confidential and Proprietary

Intervention Solutions Group
255 38th Street, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hnhco.com

ASSESSMENT

HMH Growth Measure™

A computer-adaptive screening, benchmark, and growth assessment that provides an objective measure of students' reading and language arts skills using the HMH Scaled Score.

Issues Tests

Curriculum-embedded tests with data reporting that assess vocabulary, reading, language and conventions, and writing skills.

Daily Do Now

Formative tasks to assess academic vocabulary and grammar.

Performance-Based Assessments

Formal assignments scored with rubrics to assess students' academic writing and speaking skills.

Individual Language Inventory

Oral and written assessments administered throughout the year and scored with rubrics to monitor student progress in speaking, listening, and academic writing.

Academic Language Assessment

Beginning-of-year, mid-year, and end-of-year tests to assess academic language development over the course of the year.

Part 3: NEW Digital Experience on the ED Platform

English 3D on ED offers an enhanced interactive experience for both the teacher and student. Students will have an enriched experience with the Issues texts, Issue tests and the Language & Writing Portfolio. Teachers will have a more interactive digital teaching guide and the data and reporting has been reconfigured and connected to the Growth Measure for Reading. *English 3D* on Ed will also meet WCAG compliance providing accessible for those with disabilities.

Enhanced Student Interactive Experience

- Growth Measure adaptive assessment to use for placement and monitoring progress
- Interactive Language & Writing Portfolio to respond and submit assignments online
- Digital texts with read-aloud functionality and point-of-use glossary for academic words
- Text-marking, highlighting, and note-taking tool with search functionality
- Issue Tests to complete and submit after each English 3D Issue
- Interactive Language Launch lessons included for all students

Enhanced Teacher Experience

- Project or display texts, multimedia, and student lesson content, and add model responses
- Digital teaching guide with teacher directions and sample responses
- Add, delete, search, and print notes in the digital teaching guide
- Monitor students in real time and provide feedback on assignments
- 100s printable resources, including extended readings, interviews assignments, family letters in multiple languages, grammar and conventions practice, foundational skills lessons, academic writing support, graphic organizers, and English 3D Newcomer Book.
- Data reporting including Growth Report, Assessment Report, and Standards Report
- Google Classroom integration



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Attention:
Robbie Torney
robbie.torney@lighthousecharter.org

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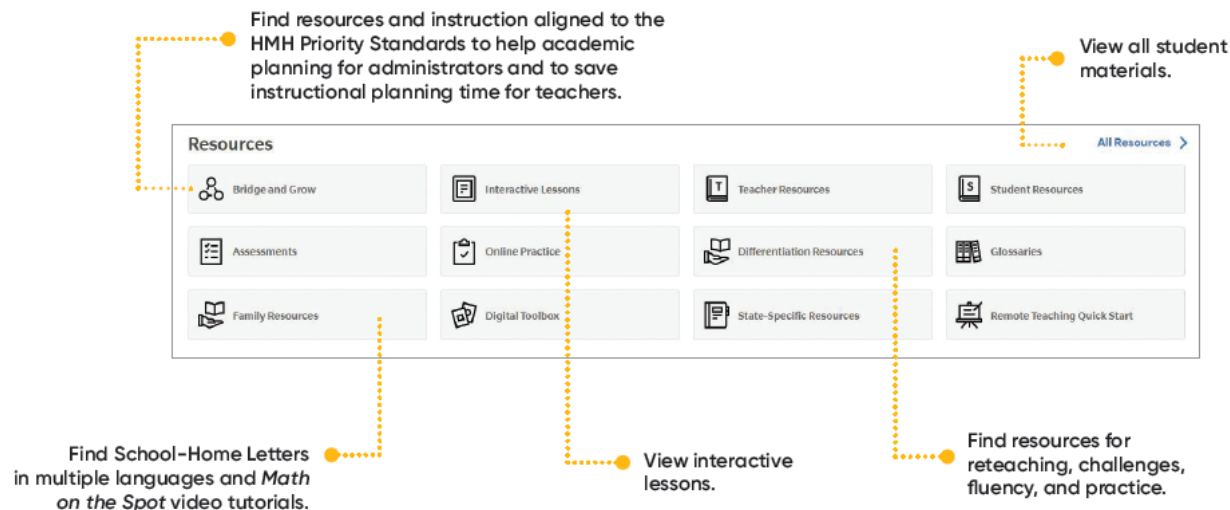
Intervention Solutions Group
255 38th Street, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hnhco.com

Part 4: Online Anytime Professional Learning

Research shows that teachers who receive professional learning increase their students' achievement significantly. At Houghton Mifflin Harcourt, we offer a full spectrum of professional learning to help teachers do just that - improve their effectiveness in the classroom and boost their students' performance.

English 3D on ED includes embedded just in time and live online Getting Started and Follow up training.

Ed's Embedded Resources are designed to support teachers to ensure accessibility and achievement for all students.



Teacher's Corner: Getting help or refining your practices isn't limited to scheduled trainings or coaching. With Teacher's Corner™, you have access to on-demand professional learning and teaching support via ED anytime, anywhere. Including interactive Getting Started Guides.

In addition, HMH offers a variety of ongoing professional learning solutions for teachers to support the implementation of *English 3D*, *Language Launch* and *Writable for English 3D*. Our offerings include in person and online coaching.

- Blended Coaching (1 day in person, 4 30-minute online sessions for teacher teams)
- Blended Coaching (4 days in-person & 8, 30-min online sessions for teacher teams)
- Online Coaching – 4, 30-minute sessions for individual or teacher teams
- Online Coaching – 8, 30-minute sessions for individual or teacher teams
- Online Coaching Membership – 32, 30-min online sessions for teacher teams

Part 5: Investment Summary

Cost proposals are developed based on your district's specific needs. The cost of the program is reflective of the instructional implementation and the number of teachers and students. Based on the below Implementation Model is your investment summary for *English 3D on ED*.



Attention:
Robbie Torney
robbie.torney@lighthousecharter.org

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St. Charles, IL 60174
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InterventionSolutionsOrders@hnhco.com

Implementation Model

Pricing represents a five-year subscription for *English 3D* Course C implementation of 145 students and 8 teachers.

Teacher Materials

- 8 – *English 3D* Course C Digital Teacher Licenses – 5 Year Digital
- 8 – *English 3D* Course C Teaching Guide

Student Materials

- 145 - *English 3D* Course C Language & Writing Portfolios – 5 Year Print
- 145– *English 3D* Course C Issue Books
- 145 – *English 3D* Course C Digital Student Licenses – 5 Year Digital
- 145 – *Growth Measure* Assessment Student Licenses – 5 Year Digital

Implementation Services

- 1 – Getting Started Live Online – 2 Hours
- 1 – Follow Up Live Online Sessions – 1 Hour
- 16 - 30 Minute Online Coaching Sessions for individual or teacher teams

Investment Summary	
Subtotal Purchase Amount:	\$55,700.00
Total Shipping & Handling Amount:	\$5,006.50
Total Tax Amount:	\$2,983.42
Total Cost of Proposal (PO Amount):	\$63,689.92

Please send Purchase Order to:

**Intervention Solutions Group
 255 38th Street, Suite L
 St. Charles, IL 60174
 FAX: 877-287-8199
 InterventionSolutionsOrders@hnhco.com**



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Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Lodestar Community Charter School
701 105th Ave
Oakland, CA 94603

Sold to:

Lighthouse Community Charter School
444 Hegenburger Road, Suite 201
Oakland, CA 94621

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>



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Cover Sheet

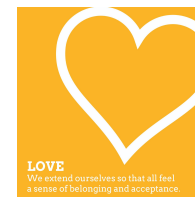
LCPS Strategic Priorities 2021-24

Section:	VII. Board Retreat - Our Assessment, Strategic Plan, and
Commitments	
Item:	A. LCPS Strategic Priorities 2021-24
Purpose:	Discuss
Submitted by:	
Related Material:	FINAL LCPS Strategic Priorities 21-22 (aligned to LCAP) v6.pdf

LCAP Vision Alignment

**IMPACTFUL ACADEMIC PROGRAMS.
LOVE WHOLE CHILD.
HONOR FAMILIES.**

We can create schools that prepare Black and Brown students in East Oakland to attend and persist through competitive colleges and universities of their choice by ensuring that our students are known, loved, and valued; their academic confidence is anchored in mastery of knowledge and skills on rigorous learning tasks and texts; and their evolving self-awareness leads to a commitment to be changemakers in service of a more just and equitable world.



3 Strategic Priorities for 21-24 (LCAP)

Summary of Focus Areas for LCPS's Strong Opening and 2021-24 SY:

Build impactful academic programs

We use rigorous, standard-based curriculum, aligned data and assessments, and intensive instructional coaching to ensure college and career readiness for all students.



Love and support the whole child and center their humanity.

We respond to students' individual needs through integrated SEL, Tiered Systems of Support, and English Language Development (ELD).



Honor families as experts in their students' lives.

We partner with families to support our students' academic success through streamlined communication, equitable access to technology, and opportunities for shared decision making.



	LCAP Goals	Our Objectives	Annual Measurable Outcomes
<p>QUALITY</p> <p>All Students, every day.</p>	<p>Priority #1: Educational Justice and Excellence: Dramatically improve the quality of our academic program, address disproportionate performance by student subgroups and achieve non-racialized outcomes of our academic program through System-Wide Tools and Processes and Teacher, Leader, and Staff Development.</p>	<p>1. Our students are learning, equipped with SEL skills and meeting performance targets to succeed in college.</p> <p>2. We grow and develop in the service of our students.</p>	<p>A. In Grades 3-8, Meet 50% proficiency across CAASPP in ELA & Math; eliminate local and state variances by student sub groups.</p> <p>B. In Grade 11, Meet 50% proficiency across CAASPP in Math and 75% in ELA; eliminate local and state variances by student sub groups.</p> <p>C. 60% of Emerging Bilingual students advance at least one ELPI Level or maintain a Level 4.</p> <p>A. In partnership with Instruction Partners, improve yearly 1 full point from 2020-21 baseline on IPG (Instructional Practice Guide) implementation until meeting 3+ (out of 4).</p>
<p>CULTURE</p> <p>All Belong.</p> <p>All take responsibility for equity.</p>	<p>Priority #2: Culture of Shared Responsibility for Equitable Outcomes: Create a high performing team culture grounded in equitable outcomes and develop yearly Action Plans grounded in our Diversity, Equity, and Inclusion Pillars and Commitments and LCPS Board Resolution to Promote Equity and Anti-Racism and combat Anti-Blackness.</p>	<p>3. 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. Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.</p> <p>C. Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review)</p> <p>D. 50% of all new instructional/ leadership staff for 2022-23 SY identify as African American and Latinx</p>
<p>IMPACT</p> <p>All in. In Oakland.</p>	<p>Priority #3: Powerful Community Engagement: Build stronger relationships and political presence in our Oakland Community, shared leadership in our students and families through effective School Site Councils (SSC/ELAC), and follow through on our material revision to serve our community's students and families that qualify for McKinney Vento.</p>	<p>4. We guarantee our commitment to Oakland children and families.</p>	<p>A. 90% of all LCPS families participate in SLC, SSC/ELAC, Community Celebrations, and/or Family workshops 3x each year.</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>Priority #4: Strong and Sustainable Operational, Technology, and Financial Models: Ensure strong, sustainable support of LCPS schools, staff, and families.</p>	<p>5. Our students are at school and engaged every day.</p> <p>6. We have a sustainable financial model.</p>	<p>A. Attain attendance of 96%+ at each school and across all student groups.</p> <p>B. Decrease chronic absenteeism by 2% yearly and meet goal of 5% or less.</p> <p>A. Enroll 100% of budgeted seats every day.</p> <p>B. Finish the year with a board-approved contribution to reserves.</p>
	<p>Priority #5: College and Career Readiness: Dramatically increase the number of College and Career ready students as measured by A-G completion, 4 year college acceptance, dual credit completion, and cohort college persistence/6 yr graduation rates.</p>	<p>7. Our students and graduates are college and career ready.</p>	<p>A. 90% matriculation to 2 and 4 year colleges and universities for the class of 2022 by student subgroups</p> <p>B. 80% of students in all subgroups earn at least 9 units of college credit by graduation.</p> <p>C. Attain 90%+ A-G completion for all student subgroups.</p>

	Priorities and LCAP Goals	Our Objectives	Annual Measurable Outcomes
QUALITY All Students, every day.	Priority #1: Educational Justice and Excellence: Dramatically improve the quality of our academic program, address disproportionate performance by student subgroups and achieve non-racialized outcomes of our academic program through	1. Our students are learning, equipped with SEL skills and meeting performance targets to succeed in college.	A. In Grades 3-8, Meet 50% proficiency across CAASPP in ELA & Math; eliminate local and state variances by student sub groups. B. In Grade 11, Meet 50% proficiency across CAASPP in Math and 75% in ELA; eliminate local and state variances by student sub groups. C. 60% of Emerging Bilingual students advance at least one ELPI Level or maintain a Level 4.
	System-Wide Tools and Processes and Teacher, Leader, and Staff Development.	2. We grow and develop in the service of our students.	A. In partnership with Instruction Partners, improve yearly 1 full point from 2020-21 baseline on IPG (Instructional Practice Guide) implementation until meeting 3+ (out of 4).

LCAP Strategies / Actions	Driver
Curriculum and Professional Development: In partnership with EL Education, provide professional development for implementation of EL curriculum and program components, leadership core practices, and Student Engaged Assessment (SEA) practices.	Chief Academic Officer
Curriculum and Professional Development: Support teacher knowledge of CCSS-aligned curriculum through summer Curriculum Institutes and monthly Professional Development; regularly observe and provide feedback to teachers to continually improve practice around curriculum implementation and standards alignment.	Chief Academic Officer
Curriculum and Professional Development: Focus on early literacy programming through professional development around the science of reading, structured literacy practices, and early literacy dyslexia screening.	Director of Elementary Academics
Data and Assessment: Monitor student progress through course grades, interim assessments, and norm-referenced assessments; assess student reading and math achievement triennially to monitor student proficiency and growth and identify students in need of interventions; Refine and utilize data meetings, student and family communications, and data management systems to track student progress toward proficiency in relation to multiple measures of student achievement.	Chief Academic Officer / Chief of Staff
Instructional Development and Support: In partnership with Instruction Partners, continue Instructional Leadership Team's focus on deep support of Math and ELA instruction, instructional cycles with teacher review of student progress toward standards mastery through data meetings, aligned professional development, and academic progress monitoring (APM) leadership meetings.	Chief Academic Officer
Instructional Development and Support: Teachers with Preliminary credentials are provided with Induction training and a Induction mentor to ensure they clear their credential within the term of licensure.	Director of HR / Talent
Instructional Development and Support: Provide professional development for all teachers on MTSS, and provide and assess targeted interventions for students identified as needing additional support through MTSS on a monthly basis.	Chief of Staff / Director of Student Services
School Reopening and Addressing Post-Pandemic Unfinished Learning: Create supports and resources for a safe and successful return to in-person learning and to assess and address unfinished learning.	Director of Finance

	<p style="text-align: center;">and LCAP Goals</p>	<p style="text-align: center;">Our Objectives</p>	<p style="text-align: center;">Annual Measurable Outcomes</p>
<p style="text-align: center; font-weight: bold; font-size: 1.2em;">CULTURE</p> <p style="text-align: center; font-size: 0.8em;">All Belong.</p> <p style="text-align: center; font-size: 0.8em;">All take responsibility for equity.</p>	<p>Priority #2: Culture of Shared Responsibility for Equitable Outcomes: Create a high performing team culture grounded in equitable outcomes and develop yearly Action Plans grounded in our Diversity, Equity, and Inclusion Pillars and Commitments and LCPS Board Resolution to Promote Equity and Anti-Racism and combat Anti-Blackness.</p>	<p>3. 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. Increase teacher and operational staff engagement to 70% on annual Q12 across all demographic groups.</p> <p>C. Retain 85% of effective teachers and staff (as measured by LCPS Framework for Transformational Teaching and end-of-year review)</p> <p>D. 50% of all new instructional/ leadership staff for 2022-23 SY identify as African American and Latinx.</p>

<p style="text-align: center;">LCAP Strategies / Actions</p>	<p style="text-align: center;">Driver</p>
<p>English Language Development (ELD): Provide Newcomers and English Language Learners Integrated and Designated ELD instruction that is targeted toward their proficiency level, aligned to the ELD standards, and designed to support their content-area achievement; Support ELD instruction through monthly ELD meetings and the implementation of ELlevation to track data, communication, and evaluation of our program.</p>	<p style="text-align: center;">Chief of Staff</p>
<p>Special Education: Provide professional development around inclusion so that students are supported through increased collaboration with general education teachers and involvement in lesson planning & data analysis, opportunities to provide direct instruction aligned to the curriculum students are learning and in support of individualized IEP goals, personalized, student-specific, direct intervention.</p>	<p style="text-align: center;">Director of Special Education</p>
<p>Special Education: Refine moderate-severe programming balances inclusion with increased opportunities for direct instruction targeting individualized goals in support of building independent living skills and student's post-secondary access.</p>	<p style="text-align: center;">Director of Special Education</p>
<p>Special Education: Provide transition planning and services that begin in 9th grade and move through high school and/or age 22 (when appropriate) done in collaboration with Department of Rehabilitation and other outside agencies; clearly articulated pathway to graduation for participating in certificates of completion.</p>	<p style="text-align: center;">Director of Special Education</p>
<p>Student Support and Services: Refine our Tier 1 student support aligned to EL Education programming by using HOWL Learning Targets (Habits of Work and Learning) to align to promote classroom character development and culture, utilizing crew as a venue in which students are supported socially, academically, and emotionally, and increasing the student extracurricular and leadership opportunities to support empowerment and engagement</p>	<p style="text-align: center;">Chief Academic Officer and Chief of Staff</p>
<p>Student Support and Services: Utilize Restorative Justice model to provide social, emotional and behavioral support through Deans of Students, with a particular emphasis on post-pandemic supports through the design and implementation of training for all teachers to support use of RJ practices in the classroom; Align discipline procedures to support consistent application of restorative actions and consequences.</p>	<p style="text-align: center;">Director of Student Services</p>
<p>Student Support and Services: Refine and utilize data management systems to track student cultural and behavioral data, roll-out modified MTSS structures and review school culture data in order to identify students in need of additional behavioral and social-emotional supports; provide and access effectiveness of targeted interventions for students identified as needing additional behavioral, social-emotional, and counseling support.</p>	<p style="text-align: center;">Director of Student Services</p>
<p>Teacher/Staff Effectiveness and Impact: Support LCPS's equitable outcomes through Diversity, Equity and Inclusion PD, active recruitment of Teacher residents, and the development of a teacher evaluation and career pathways framework / leadership performance management system.</p>	<p style="text-align: center;">CAO / Director of Talent and HR</p>
<p>Teacher/Staff Effectiveness and Impact: Refine and implement teacher retention bonuses and stipends.</p>	<p style="text-align: center;">Director of Talent and HR</p>

	DRAFT 2021-22 Strategic Alignment Initiatives and LCAP Goals	Our Objectives	Our LCPS Key Results / Annual Measurable Outcomes
<p>IMPACT</p> <p>All in. In Oakland.</p>	<p>Priority #3: Powerful Community Engagement: Build stronger relationships and political presence in our Oakland Community, shared leadership in our students and families through effective School Site Councils (SSC/ELAC), and follow through on our material revision to serve our community's students and families that qualify for McKinney Vento.</p>	<p>4. We guarantee our commitment to Oakland children and families.</p>	<p>A. 90% of all LCPS families participate in SLC, SSC/ELAC, Community Celebrations, and/or Family workshops 3x each year.</p> <p>B. Increase student retention year-over-year to 90% across sites and for all student groups, specifically our African American students.</p>

LCAP Strategies / Actions	Driver
<p>Family and Community Engagement: Organize SSC, ELAC, and empowering parent learning events based on parent interest, need, and school goals, and support school events such as Student-Led Conferences, Black and Brown excellence events, and community experiences.</p>	<p>Chief of Staff / Director of Development</p>
<p>Family and Community Engagement: Hold twice yearly "State of the School" and "Family/School Advocacy" meetings with families (led by Site Administrators) around areas of school focus to share data and get input.</p>	<p>Chief Academic Officer / Director of Development</p>
<p>Family and Community Engagement: Train families in use of Family Portals of our SIS and LMS systems to better keep families informed of student progress, grade level updates, and school and community events.</p>	<p>Director of Technology</p>
<p>Family and Community Engagement: Provide bilingual translation at all parent meetings and Student-Led Conferences as needed. —Provide translation and interpretation services.</p>	<p>Chief of Staff, Director of Technology</p>
<p>Family and Community Engagement: Train staff to engage and support families including a McKinney Vento liaison.</p>	<p>Director of Student Services / Director of Development</p>

	Alignment Priorities and LCAP Goals	Our Objectives	Annual Measurable Outcomes
IMPACT All in. In Oakland.	Priority #4: Strong and Sustainable Operational, Technology, and Financial Models: Ensure strong, sustainable support of LCPS schools, staff, and families.	5. Our students are at school and engaged every day.	A. Attain attendance of 96%+ at each school and across all student groups. B. Decrease chronic absenteeism by 2% yearly and meet goal of less than 5%
		6. We have a sustainable financial model.	A. Enroll 100% of budgeted seats every day. B. Finish the year with a board-approved contribution to reserves.

LCAP Strategies / Actions	Driver
Attendance: Align attendance procedures and identify and support students at risk of chronic absence to ensure high attendance and reduce chronic absenteeism.	Director of Operations Director of Student Services
Operations: Implement operational procedures to support student learning and to ensure safe return to campus for in-person instruction, including training staff on operational procedures regarding health and safety protocols, ordering materials, and maintaining materials (books, supplies) necessary to support strong school operations.	Director of Operations
Food Service: Promote access to Food Service programs, with a focus on nutrition and meeting goals for 90% to 100% of student meal participation.	Director of Operations
Technology Support Systems: Support technology systems and infrastructure (including hardware, software, and data systems) that support student learning, including: 1:1 chromebook access, home internet connectivity, SIS systems, LMS systems, Independent Study platforms, and other EdTech platforms and programs; with a specific focus on ensuring that 100% of all LCPS families have accessibility to devices with internet access and complete necessary technology trainings to access, monitor, and engage in their children's academic progress.	Director of Technology
Technology Support Systems: Hire technology staff to support family, students, and staff with technology systems and infrastructure.	Director of Technology
Human Resources: Provide Professional Development in support of non-instructional roles.	Director of Operations Director of HR / Talent
Facilities: Maintain facilities that support high quality student learning; Improve learning spaces to support ongoing health & safety guidance.	Director of Operations
Expanded Learning: Run high-quality after-school programs aligned to increase academic achievement, student well-being, and extracurricular activities.	Chief of Staff

	and LCAP Goals	Objectives	Annual Measurable Outcomes
<p>IMPACT</p> <p>All in. In Oakland.</p>	<p>Priority #5: College and Career Readiness: Dramatically increase the number of College and Career ready students as measured by A-G completion, 4 year college acceptance, dual credit completion, and cohort college persistence/6 yr graduation rates.</p>	<p>7. Our students and graduates are college and career ready.</p>	<p>A. 90% matriculation to 2 and 4 year colleges and universities for the class of 2022 by student student subgroups</p> <p>B. 80%+ of all 10th, 11th, and 12th graders by student subgroups earn college credits</p> <p>C. Attain 95+%+ A-G completion for all student subgroups.</p>

LCAP Strategies / Actions	Driver
<p>High School Programming: Provide and support LCPS students in taking and passing A-G approved course series, including implementing new courses focused on increasing college preparation, dual credit, and intervention support structures as part of master schedule redesign.</p>	<p>Chief Academic Officer</p>
<p>High School Programming: Continue alignment of LCPS College and Career programming with EL Education programming; align 10th and 12th grade passage structures to the Graduate Profile, rigorous case studies and expeditions, and focus on Student Engaged Assessment practices.</p>	<p>Chief Academic Officer</p>
<p>High School Programming: Continue to improve Measure N Pathway, including building out of integrated projects, work-based experiences, and pathway articulation with Peralta Community College.</p>	<p>Chief Academic Officer / Director of College Programming</p>
<p>High School Programming: Offer sports as a supplement to promote student engagement and inclusion in High School activities.</p>	<p>Chief Academic Officer</p>
<p>College/Career Programming: Develop and implement a clear K-12 vision and articulation of our College and Career programs aligned to our academic model, with strong execution of our 11th and 12th grade program through our College/Career Seminar program and partnership with Destination College Advising Corps.</p>	<p>Director of College Programming</p>
<p>College Programming: Develop and maintain a strong relationship with Peralta Community Colleges; offer dual credit courses aligned to our academic model and career pathways with a focus on offering college programming in the core day and during summer programming.</p>	<p>Director of College Programming</p>
<p>College Programming: Ensure that college and career seminar classes successfully prepare all students for multiple post-secondary pathways (2-year colleges, 4-year colleges, CTE programs, union apprentice programs); support, oversee, and monitor college and scholarship application processes for their cohort through participation in College Seminar classes, Crew, and workshops for students, parents, and staff.</p>	<p>Director of College Programming</p>
<p>College Programming: Ensure all high school students participate in college visits and have the opportunity to access local partnerships that allow students to explore their future interests (major/career choices); provide additional academic, financial and socio-emotional support to pursue post-secondary educational opportunities.</p>	<p>Director of College Programming</p>

Cover Sheet

CEO's "Big 4" - summary focus aligned to the LCPS strategic plan

Section:	VII. Board Retreat - Our Assessment, Strategic Plan, and Commitments
Item:	B. CEO's "Big 4" - summary focus aligned to the LCPS strategic plan
Purpose:	Discuss
Submitted by:	
Related Material:	CEO (RH) 2021-22 - Big Four 2021-22.pdf

RH's Big 4 for Board of Directors Feedback and Engagement

<p>Senior leader management and capacity building</p> <ul style="list-style-type: none"> ● Leadership Shadowing - with senior leaders, observe in their work and debrief feedback 2X month + weekly check ins ● Develop and Execute Meeting Structures and Cadence (1:1 and team) ● Anchor in OKRs / R and R (competencies over JD) ● School walks with CAO/P's - monitor development and execution of instructional management/expectations plan ● Personal Professional Development for Leadership (<u>2nd Semester</u>) plans for each report/director/principal (leveraging partners, other CMOs, etc.) 	<p>Board + external relations</p> <ul style="list-style-type: none"> ● Develop and Execute external comms plan highlighting our external "shine"; What we want to be known for? ● 1-2 meetings with each BOD member per semester - updates/feedback based on expertise/engagement + board followthrough; how they are talking about LCPS in the community ● Yearlong plan for 1:1s with community influentials (create list - 10-15) ● Mobilizing and Develop parent leaders (youth leaders and alumni) in D6 and 7 - 40+ base of parent leaders to drive and sustain culture of civil engagement.
<p>Organizational culture + change management</p> <ul style="list-style-type: none"> ● Internal communications plan and calendar (managed by TBD) with Stronger cadence, alignment, branding of strategic priorities ● Influencer: (anchor in text) Adopt a change management strategy ie that all senior leaders read/integrate ● Time to align on messaging / sunshine events (of what matters) and then to monitor/give feedback on messaging (academic results, compensation, our state of schools, future shifts in program, etc.) ● SWOT/(Leadership facing) to assess then derive results orientation / balance of results and relationships culture. 	<p>Performance Management</p> <ul style="list-style-type: none"> ● Communication around Org Performance: Execute Communication plan to speak to fewer, high leverage priorities as an org. Everyone in the org can speak to these priorities, why they matter and what success looks like; Staff and parent transparency (connected to Org culture / change mgmt) ● Build Results / Data Orientation: Calendar for year with roles/build team capacity to manage performance data with simplified systems/dashboard - Observe the key priorities in action ● Big 4 with Leadership team: What each leader's top 3-4 priorities, and how they are executing toward that?

Cover Sheet

Board Member Job Description / 2021-22 Agreements and Commitments

Section: VII. Board Retreat - Our Assessment, Strategic Plan, and Commitments
Item: C. Board Member Job Description / 2021-22 Agreements and Commitments
Purpose: Discuss
Submitted by:
Related Material: Board Job descriptions agreements commitments for 2021-22 (Draft).pdf



Board Job Description, Agreements and Commitments

2021-2022

Job Description: The Board acts to GOVERN

<p>Objective: To represent the community’s interests within Lighthouse</p>
<p>Responsibilities:</p> <ul style="list-style-type: none"> ● Direction: Determine mission and strategy. Establish and approve major policies and contracts. ● Steward: Serve as a steward of the LCPS mission, ensuring that our promise to children and families is met. ● Accountability: Approve rigorous and achievable OKRs for each priority, including Academic and Financial indicators. At the committee and board level, monitor progress of OKRs, ensure that appropriate and timely reflection, integration of DEI pillars and commitments, access and outcomes for students and families, analysis and adjustment occur. ● Legal and Safety: Ensure compliance with federal, state, and local regulations and fulfillment of contractual obligations; Create and monitor policies ensuring teacher, student, and facility safety. ● Leadership: Employment of the CEO; regularly evaluate performance. ● Board development and self-governance: Recruit and orient new members. Develop and implement governance and training processes. Assess board performance.
<p><i>In the above, the board acts as a body and is the leader/decision maker</i></p>

Job Description: Board Members act to SUPPORT

<p>Objective: To represent Lighthouse’s interests in the community</p>
<p>Responsibilities:</p> <ul style="list-style-type: none"> ● Share the LCPS mission, program and successes in personal and community/civic/business networks. ● Advisory: Advise staff in areas of expertise; act as a sounding board for CEO and other executive staff. ● Promote the importance of quality schools and choice including charter schools like LCPS for Oakland’s families. ● Fundraising: Contribute to Lighthouse’s fundraising success as an individual
<p><i>In the above, board members act as individuals, and with or under the direction of staff.</i></p>

LCPS Board of Directors Agreements for Board and Committee Meetings

Objective: To sustain our focus on our priorities and achieve our ambitious goals as a board in service of LCPS through common operating agreements and protocols for our board and committee meetings

Board Meeting Responsibilities:

- **Time to Read and Review:** All board members set aside time to read the agenda and board packet (70-100 pages) available in Board on Track. Agenda and materials shared with committee members 72 hours in advance
- **Engage:** All board members make notes of questions/comments they wish to raise during the meeting. If they are substantive, consider communicating in advance with the CEO or committee chair.

Staff Responsibilities for Board Meetings:

- **Use a simple dashboard** to provide updates on OKRs/priorities and whether this item is on track (low risk/green), partially on track (some risk/yellow) or significantly off track (high risk/red)
- **Present short overviews** (5 minutes or so) of key material and identification of risks
- **Performance Management:** Spend 50% of our time at Board meetings on our academic priority and monitoring progress.
- **Clear Discussion items** that center around mitigating risk, critical questions, or maximizing our strategic priorities

Committee Meeting Responsibilities:

- **Clear Committee Arc:** Committee chair and LCPS leader lead to align work during the year
- **Committee agendas** are drafted 1-2 weeks prior to committee meeting. Agenda and materials shared with committee members 72 hours in advance. Be clear if items are updates or items warrant deeper discussion. Discussion items center around mitigating risk or a critical question or maximizing our strategic priorities
- **Updates to share:** Norm on what will be included in the committee update at the board meeting

In the above, board members act as individuals, and with or under the direction of staff.

Board Member Service Agreement 20201-22

I, _____, understand that as a member of the Board of Directors of Lighthouse Community Charter Public Schools, I have a legal and ethical responsibility

to ensure that Lighthouse does the best work possible and achieves its goals. I believe in the purpose and the mission of Lighthouse, I am committed to achieving our annual Objectives and Key Results (OKRs) aligned to our organization's priorities, and I will act responsibly and prudently as its steward.

As part of my responsibilities as a board member:

- I will interpret Lighthouse's mission, DEI pillars, values and program to the community, represent the organization, and act as a spokesperson for LCPS and more broadly, the importance of school choice for Oakland's families.
- In turn, I will interpret our community's needs and values to Lighthouse, speak out for their interests, and on their behalf, hold the organization accountable.
- I will hold the organization accountable for the monitoring and achievement of its annual Objectives and Key Results.
- I will attend at least 75% of board meetings in person or on the phone, and 75% of committee meetings in person or on the phone. I will review documents beforehand so that I am prepared to participate.
- Each year I will make a personally significant* gift to Lighthouse.
- I will excuse myself from discussions and votes where I have a conflict of interest.
- I will stay informed about what's going on at Lighthouse. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies, and other matters. I will not stay silent if I have questions or concerns.
- I will work in good faith with staff and other board members as partners toward achievement of our goals.
- If my commitments are not being met, I will expect the Board President to call me to have a discussion.

In turn, Lighthouse will be responsible to me in the following ways:

- I will be sent, without having to request them, quarterly financial reports and an update of school activities that allow me to meet the "prudent person" standards of the law.
- Opportunities will be offered to me to discuss with the CEO and the Board President Lighthouse's programs, goals, and activities; additionally, I can request such opportunities.
- Lighthouse will help me perform my duties by keeping me informed about issues in the community and education field and by offering me opportunities for professional development as a board member.
- Board members and staff will respond in a straightforward fashion to questions that I feel are necessary to carry out my fiscal, legal, and moral responsibilities to

this organization. Board members and staff will work in good faith with me toward achievement of our goals.

- If Lighthouse does not fulfill its commitments to me, I can call on the Board President and CEO to discuss Lighthouse’s responsibilities to me.

Specific to the 2021-22 School Year, I will commit to doing some of the below activities aligned to our strategic plan throughout the school year. Dates and times will be updated at each board meeting and over email:

- School walks/rounds with CEO and CAO
- External stakeholders meetings with CEO
- Join Meetings with Parent leaders as part of SSC and ELAC
- Support Sunshine Activities at staff Professional Development days
- Mentor a board fellow or new board member

Signed: by _____, Board Member Date _____

and by _____, Board Chair Date _____